

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



April 30, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Bald Mountain Lodge Development Agreement Second Amendment

Attachment 1: First Amendment to the Bald Mountain Lodge Development Agreement November 7, 2011

Introduction/History

Based on a recommendation from the P & Z, the Council adopted an amendment to the Bald Mountain Planned Unit Development (PUD) at their April 15, 2013 meeting. Findings of Fact regarding that decision are in the Council packet under Consent. The PUD Amendment triggers an amendment to the Bald Mountain Lodge Development Agreement. This would be the second amendment to the 2010 Development Agreement. The First Amendment to the Development Agreement is attached by way of background.

Current Report

The attached Second Amendment to the Bald Mountain Lodge Development Agreement implements the decision of the April 15 Council meeting regarding the PUD Amendment.

Financial Requirement/Impact.

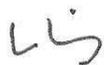
While indirect fiscal impacts such as the loss of building permit revenues can be discussed, the likelihood of those revenues in the current economy is speculative. Note that the recommended Second Amendment stipulates that the administrative costs of any future amendments be borne by the applicant.

Recommendation

Staff respectfully recommends that the Council adopt the Second Amendment to the Bald Mountain Lodge Development Agreement.

Proposed Motion: "move to adopt the Second Amendment to the Bald Mountain Lodge Development Agreement, and authorize the Mayor to sign said amendment."

Sincerely,

A handwritten signature in black ink, appearing to be the initials 'LH' with a flourish.

Lisa Horowitz
Community and Economic Development Director

ATTACHMENT 3 (11-05 12 CC/GML STAFF REPORT)

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: Community and Economic Development Director City of Ketchum P.O. Box 2315 Ketchum, Idaho 83340	
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(Space Above Line For Recorder's Use)

FIRST AMENDMENT TO THE BALD MOUNTAIN LODGE DEVELOPMENT
AGREEMENT

This First Amendment ("First Amendment") is made as of Nov. 7, 2011 by and between the City of Ketchum, Idaho ("Ketchum"), a municipal corporation, and Bald Mountain Lodge, LLC, a Delaware limited liability company ("Owner", and together with Ketchum, the "Parties").

1. Recitals. This Amendment is made in contemplation of the following facts and purposes:

1.1 Ketchum and Owner are parties to a Bald Mountain Lodge Development Agreement ("Agreement"), dated September 17, 2010, and recorded on September 30, 2010 in the records of Blaine County, Idaho as Instrument No. 581098, under and by virtue of which the Parties established certain rights and obligations with regard to the development of the real property commonly known as the Bald Mountain Lodge, 151 South Main Street, Ketchum and more particularly described in Exhibit "A" of the Agreement.

1.2 The parties desire to amend and supplement the Agreement as hereinafter provided.

2. Amendments. In view of the foregoing, the Parties agree to amend and supplement the Agreement, as follows:

2.1 Section 8 (Workforce Housing) is deleted and the following is substituted therefore:

8. CONSTRUCTION TIMELINE AND INCENTIVES. Owner acknowledges Ketchum's desire for a construction commencement date at the earliest possible time. Ketchum, having exercised its discretion in approving this Agreement, the PUD Findings and Design Review Findings, shall act reasonably and in good faith when processing the approval or issuance of such applications, permits, plans, specifications, plats, and/or entitlements for the Project as may be necessary or prudent in order to implement the Project, and consistent with the Ketchum City Code and applicable State and/or federal laws, so that Owner will have the benefit of the incentives provided Section 8.1, 8.2 and 8.3 below. In regards to the obligations in this Section 8, time is of the essence. In consideration of Owner's option to commence construction as early as 2011, Ketchum agrees to the following construction incentives:

8.1 Timeline A. The Project shall receive the following waivers if a building permit is applied for by December 31, 2012 and construction commences by June 30, 2012. If a building permit is not applied for by December 31, 2012, construction does not commence in June 30, 2012 and the certificate of occupancy for the hotel portion of the Project is not approved by January 30 2016, these waivers shall not apply.

8.1.1 Community Housing. The community housing requirement of 7,444 square feet or approximately \$2.36 million in-lieu payment is waived in its entirety (based on extension of the Hotel Community Housing Waiver in the Community Core Zoning District).

8.1.2 Employee/Workforce Housing. The employee housing requirement is waived in its entirety.

8.1.3 Infrastructure Partnering. Owner will construct and pay for all Project infrastructure requirements including undergrounding of power lines and installation of street improvements. The Urban Renewal Agency ("URA") is an agency of Ketchum whose purpose is to encourage and provide financial support to the redevelopment and revitalization of Ketchum. Ketchum agrees to recommend to that URA that the URA reimburse Owner for costs of qualified public infrastructure improvements. Qualified public infrastructure improvements may include: power line undergrounding and design, curb gutter and sidewalks, street improvements, water and sewer utility improvements, and design, storm water improvements and design and other improvements so designated as general public improvements. Said reimbursed costs may equal up to fifty percent (50%) of the annual URA tax increment revenue generated from the Project up to a total of \$1.5 million over the life of the URA, whichever is less. If approved, said reimbursement will be paid annually via URA tax increment revenues generated by the Project. A repayment plan may be developed at such time as substantial URA tax increment revenues are generated from the Project, at which time total URA tax increment revenues associated with this Project shall be recalculated. Ketchum agrees to cooperate with Owner in coordinating the appropriate formal URA applications and use its best efforts to propose reimbursements for the above defined improvements. URA financing and projects are also subject to applicable Idaho and federal law. Owner hereby acknowledges and agrees that there is no guarantee that URA funding will be available for this Project.

8.2 Timeline B. The Project shall receive the following waivers if a building permit is applied for by December 31, 2013 and construction commences by June 30, 2014. If a building permit is not applied for by December 31, 2013, construction does not commence by June 30, 2014 and the certificate of occupancy for the hotel portion of the Project is not approved by January 2017, these waivers shall not apply.

8.2.1 Community Housing. The community housing requirement of 7,444 square feet or approximately \$2.36 million in-lieu payment is waived in its entirety (based on extension of the Hotel Community Housing Waiver in the Community Core Zoning District).

8.2.2 Employee/Workforce Housing.

- (a) Ketchum will waive fifty percent (50%) of the total employee housing requirement. The remaining fifty percent (50%) of the employee housing fee (\$1.38 million) shall be paid via one of the following options:
 - (i) Construction of employee housing units within the city limits or the Area of City Impact (as defined in the Ketchum Municipal Code), which construction can include concepts of partnership with Ketchum or other entities;
 - (ii) Payment via a real estate transfer fee, with the transfer fees accruing to the Ketchum Housing In Lieu Fund at the time of closing of each unit; or
 - (iii) By another method determined by Owner and approved by Ketchum.

- (b) If the remaining employee housing requirement is to be paid through real estate transfer fees, a minimum of thirty percent (30%) of the total required in-lieu fee shall be paid within one (1) year of issuance of the certificate of occupancy for the hotel portion of the Project. The remaining fee shall be paid at the closing of each residential unit, at the rate of four percent (4%) of the remaining fee per unit closed until paid in full. In the event the foregoing schedule does not result in one hundred percent (100%) of the fees being paid within ten (10) years of the issuance of the certificate of occupancy for the hotel portion of the Project, any remaining balance will be due and payable at the end of such ten (10) year period.

8.2.3 Infrastructure Partnering. Owner will construct and pay for all Project infrastructure requirements including undergrounding of power lines and installation of street improvements. The URA is an agency of Ketchum whose purpose is to encourage and provide financial support to the redevelopment and revitalization of the City. Ketchum agrees to recommend to the URA that the URA reimburse Owner for costs of qualified public infrastructure improvements. Qualified public infrastructure improvements may include: power line undergrounding and design, curb gutter and sidewalks, street improvements, water and sewer utility improvements, and design, storm water improvements and design and other improvements so designated as general public improvements. Said reimbursed costs may equal up to fifty percent (50%) of the annual URA tax increment revenue generated from the Project up to a total of \$1.5 million over the life of the URA, whichever is less. If approved, said reimbursement will be paid annually via URA tax increment revenues generated by the Project. A repayment plan may be developed at such time as substantial URA tax increment revenues are generated from the Project, at which time total URA tax increment revenues associated with this Project shall be recalculated. Ketchum agrees to cooperate with Owner in coordinating the appropriate formal URA applications and use its best efforts to propose reimbursements for the above defined improvements. URA financing and projects are also subject to applicable Idaho and federal law. Owner hereby

acknowledges and agrees that there is no guarantee that URA funding will be available for this Project.

8.3 **Timeline C.** In the event a building permit is not applied for and construction does not commence as outlined in Timelines A or B, the PUD CUP shall be valid for a period of four (4) years. An application for building permit shall be submitted within four (4) years, unless extended by Council upon written request by Owner prior to the CUP expiration. A written request for extension of the CUP must be received by Ketchum within sixty (60) days of the expiration of the CUP. Waivers to the community housing and employee housing requirements shall not apply under this timeline.

8.3.1 **Community Housing.** Owner shall fulfill the workforce housing requirement prior to building permit approval for the hotel. Fulfillment of the requirement shall include development of a workforce housing plan to be approved by the City Council prior to building permit approval. The following is a list of several options that may be pursued in developing the workforce housing plan:

- (a) Provide housing via new construction within the City of Ketchum;
- (b) Fulfill the requirement via master leasing of existing units within the City of Ketchum;
- (c) Agree to a real estate transfer fee wherein all fees would be dedicated to the development, construction or maintenance of workforce housing in the City of Ketchum;
- (d) Agree to a revenue-based fee based on the profits derived from the hotel; or
- (e) Develop a workforce housing plan that incorporates several of these options.

In the event that Ketchum does not extend the construction incentives for the Project beyond December 31, 2013, or otherwise waive or modify the requirements Community Housing,

8.3.2 **Employee/Workforce Housing.** Owner shall be required to provide a detailed Employee Housing Plan, which provides for housing for twenty-three (23) employees on a site acceptable to Council and within Ketchum city limits.

- (a) The Employee Housing Plan shall contain the following elements:
 - (i) Salary/hourly wages (current dollars) for the various income categories of employees;
 - (ii) The expected number of each level of employee that is intended to be served by the employee housing units;

- (iii) Which employee category will be served by which type/size of units;
 - (iv) Information on anticipated rental rates (in current dollars) or subsidized and/or free rent to employees, including whether utilities and homeowner's dues (if any) will be included in the proposed rates;
 - (v) Establishment of maximum occupancy per unit type (i.e. one person per one bedroom unit; two persons per two bedroom units);
 - (vi) Location of units to be within Ketchum city limits;
 - (vii) A matrix on the breakdowns of the different types of units (1 BD; square footage; total number of units; anticipated rent, etc.);
 - (viii) The priority system for occupancy of these units (i.e. first availability to full-time employees, second to seasonal employees, and third to persons that are verified to be working in the City of Ketchum);
 - (ix) What units will be available and how the pool of units available will be determined;
 - (x) What minimum standards will be used to determine employee eligibility to live in the employee housing (i.e. whether full-time status is required and what constitutes full-time status);
 - (xi) How the overflow of demand of units by employees will be handled (i.e. priority system); and
 - (xii) Information on housing families with children and/or married couples.
- (b) The proposed Employee Housing Plan shall meet minimum size thresholds and income categories established by BCHIA and/or Ketchum.
- (c) Owner shall submit the following information to Ketchum in connection with the Employee Housing Plan:

- (i) Wage/salary range and a breakdown of the number of employees within each classification (full-time, part-time, seasonal, etc.);
 - (ii) Information on the type of housing provided per employee classification;
 - (iii) Costs incurred in rent (and utilities) and transportation/parking by employees;
 - (iv) Details on anticipated lease terms/rental agreements for employees housed on-site; and
 - (v) Anticipated transportation and parking scenarios for both on-site and commuting employees.
- (d) The Employee Housing Plan shall be submitted and approved by Council as an amendment to this Agreement and shall be recorded prior to issuance of a building permit.
 - (c) All of the required employee housing shall be available prior to the issuance of any certificates of occupancy for the hotel, or any other uses in the hotel.

8.3.2 Infrastructure Partnering. Owner shall contribute a proportionate share to the underground relocation of overhead utility lines as more particularly set forth in Section 10 herein.

2.2 Section 3.9, Property Maintenance is hereby amended by adding the underlined language as follows:

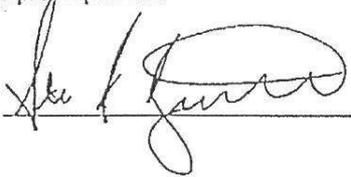
3.9 Property Maintenance. Owner shall take reasonable steps to maintain the Property as may be required pursuant to Ketchum City Code until construction commences, including, but not limited to, landscape maintenance, irrigation and noxious weed control.

3. Construction. This First Amendment and the Agreement constitute one agreement between the Parties. In the event of any inconsistency between this First Amendment and the Agreement, the terms of this First Amendment shall govern. All capitalized terms in the Agreement shall have the meaning in the Agreement when used in this First Amendment, unless otherwise defined herein.

4. Ratification. The Agreement, as amended and supplemented by this First Amendment, is hereby ratified and affirmed.

This First Amendment is executed by the Parties as of the date first above written.

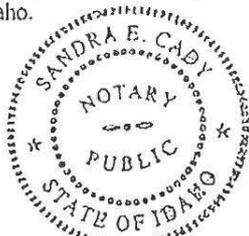
BALD MOUNTAIN LODGE, LLC, a Washington limited liability Company
City of Ketchum, Idaho,
a municipal corporation

By: 

By: 

STATE OF IDAHO,)
) ss.
County of Blaine)

On this 7th day of November, 2011, before me, a Notary Public in and for said State, personally appeared Randy Hall, Mayor of the City of Ketchum, Idaho, known or identified to me to the person whose name is subscribed to the within instrument as the Mayor of the City of Ketchum, Idaho, and acknowledged to me that he executed the same as Mayor of the City of Ketchum, Idaho.



Sandra E. Cady
Notary Public for Idaho
Residing at Hailey, Idaho
Commission expires 11-20-2013

State of WA)
) ss.
County of King)

On this 7th day of November, 2011, before me, a Notary Public in and for said State, personally appeared Steve Bustard known or identified to me to be the Manager of Bald Mountain Lodge, LLC, a limited liability company and the managing member of Bald Mountain Lodge, LLC, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of Bald Mountain Lodge, LLC.



Mary Jane D. Slye
Notary Public for King Co, WA
Residing at Bellevue
My Commission expires 7/15/12
Mary Jane D. Slye

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Community and Economic Development Director
City of Ketchum
P.O. Box 2315
Ketchum, Idaho 83340

(Space Above Line For Recorder's Use)

**SECOND AMENDMENT TO THE BALD MOUNTAIN LODGE DEVELOPMENT
AGREEMENT**

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This Second Amendment ("Second Amendment") is made as of _____,
2013, by and between the City of Ketchum, Idaho ("Ketchum"), a municipal corporation, and
Bald Mountain Lodge, LLC, a Delaware limited liability company ("Owner", and together with
Ketchum, the "Parties").

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1. Recitals. This Amendment is made in contemplation of the following facts and
purposes:

1.1 Ketchum and Owner are parties to a Bald Mountain Lodge Development
Agreement ("Agreement"), dated September 17, 2010, and recorded on September 30, 2010 in
the records of Blaine County, Idaho as Instrument No. 581098, under and by virtue of which the
Parties established certain rights and obligations with regard to the development of the real
property commonly known as the Bald Mountain Lodge, 151 South Main Street, Ketchum and
more particularly described in Exhibit "A" of the Agreement.

1.2 Ketchum and Owner are also parties to the First Amendment to the Bald
Mountain Lodge Development Agreement dated November 7, 2011 and recorded on _____ in the
records of Blaine County, Idaho as Instrument No. _____, under and by virtue of which the Parties
established certain rights and obligations with regard to the development of the real property
commonly known as the Bald Mountain Lodge, 151 South Main Street, Ketchum.

1.3 The parties desire to amend and supplement the Agreement as hereinafter
provided.

2. Amendments. In view of the foregoing, the Parties agree to amend and
supplement the Agreement, as follows:

2.1 Section 8 (Workforce Housing) is deleted and the following is substituted
therefore:

8. CONSTRUCTION TIMELINE AND INCENTIVES. Owner acknowledges Ketchum's
desire for a construction commencement date at the earliest possible time. Ketchum, having
exercised its discretion in approving this Agreement, the PUD Findings and Design Review
Findings, shall act reasonably and in good faith when processing the approval or issuance of such

applications, permits, plans, specifications, plats, and/or entitlements for the Project as may be necessary or prudent in order to implement the Project, and consistent with the Ketchum City Code and applicable State and/or federal laws, so that Owner will have the benefit of the incentives provided Section 8.1, 8.2 and 8.3 below. In regards to the obligations in this Section 8, time is of the essence. In consideration of Owner's option to commence construction as early as 2014, Ketchum agrees to the following construction incentives. Any additional requests for changes to the timelines outlined herein shall be subject to additional permit processing fees, the amount of which shall be determined by the City Council based on a recommendation from the Community and Economic Development Director as to the complexity of the request.

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8.1 Timeline A. The Project shall receive the following waivers if a building permit is applied for by December 31, 2013, and construction commences by June 30, 2014. If a building permit is not applied for by December 31, 2013, construction does not commence by June 30, 2014 and the certificate of occupancy for the hotel portion of the Project is not approved by January 30 2017, these waivers shall not apply.

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8.1.1 Community Housing. The community housing requirement of 7,444 square feet or approximately \$2.36 million in-lieu payment is waived in its entirety (based on extension of the Hotel Community Housing Waiver in the Community Core Zoning District).

8.1.2 Employee/Workforce Housing. The employee housing requirement is waived in its entirety.

8.1.3 Infrastructure Partnering. Owner will construct and pay for all Project infrastructure requirements including undergrounding of power lines and installation of street improvements. The Urban Renewal Agency ("URA") is an agency of Ketchum whose purpose is to encourage and provide financial support to the redevelopment and revitalization of Ketchum. Ketchum agrees to recommend to that URA that the URA reimburse Owner for costs of qualified public infrastructure improvements. Qualified public infrastructure improvements may include: power line undergrounding and design, curb gutter and sidewalks, street improvements, water and sewer utility improvements, and design, storm water improvements and design and other improvements so designated as general public improvements. Said reimbursed costs may equal up to fifty percent (50%) of the annual URA tax increment revenue generated from the Project up to a total of \$1.5 million over the life of the URA, whichever is less. If approved, said reimbursement will be paid annually via URA tax increment revenues generated by the Project. A repayment plan may be developed at such time as substantial URA tax increment revenues are generated from the Project, at which time total URA tax increment revenues associated with this Project shall be recalculated. Ketchum agrees to cooperate with Owner in coordinating the appropriate formal URA applications and use its best efforts to propose reimbursements for the above defined improvements. URA financing and projects are also subject to applicable Idaho and federal law. Owner hereby acknowledges and agrees that there is no guarantee that URA funding will be available for this Project.

Comment [RB1]: The PUD Amendment says December here and below.

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8.2 Timeline B. The Project shall receive the following waivers if a building permit is applied for by December 31, 2014, and construction commences by December 31, 2015. If a building permit is not applied for by December 31, 2014, construction does not commence by

~~December 31, 2015~~, and the certificate of occupancy for the hotel portion of the Project is not approved by January 2018, these waivers shall not apply.

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8.2.1 Community Housing. The community housing requirement of 7,444 square feet or approximately \$2.36 million in-lieu payment is waived in its entirety (based on extension of the Hotel Community Housing Waiver in the Community Core Zoning District).

8.2.2 Employee/Workforce Housing.

- (a) Ketchum will waive fifty percent (50%) of the total employee housing requirement. The remaining fifty percent (50%) of the employee housing fee (\$1.38 million) shall be paid via one of the following options:
 - (i) Construction of employee housing units within the city limits or the Area of City Impact (as defined in the Ketchum Municipal Code), which construction can include concepts of partnership with Ketchum or other entities;
 - (ii) Payment via a real estate transfer fee, with the transfer fees accruing to the Ketchum Housing In Lieu Fund at the time of closing of each unit; or
 - (iii) By another method determined by Owner and approved by Ketchum.
- (b) If the remaining employee housing requirement is to be paid through real estate transfer fees, a minimum of thirty percent (30%) of the total required in-lieu fee shall be paid within one (1) year of issuance of the certificate of occupancy for the hotel portion of the Project. The remaining fee shall be paid at the closing of each residential unit, at the rate of four percent (4%) of the remaining fee per unit closed until paid in full. In the event the foregoing schedule does not result in one hundred percent (100%) of the fees being paid within ten (10) years of the issuance of the certificate of occupancy for the hotel portion of the Project, any remaining balance will be due and payable at the end of such ten (10) year period.

8.2.3 Infrastructure Partnering. Owner will construct and pay for all Project infrastructure requirements including undergrounding of power lines and installation of street improvements. The URA is an agency of Ketchum whose purpose is to encourage and provide financial support to the redevelopment and revitalization of the City. Ketchum agrees to recommend to the URA that the URA reimburse Owner for costs of qualified public infrastructure improvements. Qualified public infrastructure improvements may include: power line undergrounding and design, curb gutter and sidewalks, street improvements, water and sewer utility improvements, and design, storm water improvements and design and other improvements so

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designated as general public improvements. Said reimbursed costs may equal up to fifty percent (50%) of the annual URA tax increment revenue generated from the Project up to a total of \$1.5 million over the life of the URA, whichever is less. If approved, said reimbursement will be paid annually via URA tax increment revenues generated by the Project. A repayment plan may be developed at such time as substantial URA tax increment revenues are generated from the Project, at which time total URA tax increment revenues associated with this Project shall be recalculated. Ketchum agrees to cooperate with Owner in coordinating the appropriate formal URA applications and use its best efforts to propose reimbursements for the above defined improvements. URA financing and projects are also subject to applicable Idaho and federal law. Owner hereby acknowledges and agrees that there is no guarantee that URA funding will be available for this Project.

8.3 Timeline C. In the event a building permit is not applied for and construction does not commence as outlined in Timelines A or B, the PUD CUP shall be valid for a period of four (4) years from the date of the Mayor's signing of the Amended PUD Findings Of Fact. An application for building permit shall be submitted within four (4) years, unless extended by Council upon written request by Owner prior to the CUP expiration. A written request for extension of the CUP must be received by Ketchum within sixty (60) days of the expiration of the CUP. Waivers to the community housing and employee housing requirements shall not apply under this timeline.

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8.3.1 Community Housing. Owner shall fulfill the workforce housing requirement prior to building permit approval for the hotel. Fulfillment of the requirement shall include development of a workforce housing plan to be approved by the City Council prior to building permit approval. The following is a list of several options that may be pursued in developing the workforce housing plan:

- (a) Provide housing via new construction within the City of Ketchum;
- (b) Fulfill the requirement via master leasing of existing units within the City of Ketchum;
- (c) Agree to a real estate transfer fee wherein all fees would be dedicated to the development, construction or maintenance of workforce housing in the City of Ketchum;
- (d) Agree to a revenue-based fee based on the profits derived from the hotel; or
- (e) Develop a workforce housing plan that incorporates several of these options.

In the event that Ketchum does not extend the construction incentives for the Project beyond December 31, 2013, or otherwise waive or modify the requirements Community Housing,

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8.3.2 Employee/Workforce Housing. Owner shall be required to provide a detailed Employee Housing Plan, which provides for housing for twenty-three (23) employees on a site acceptable to Council and within Ketchum city limits.

- (a) The Employee Housing Plan shall contain the following elements:
 - (i) Salary/hourly wages (current dollars) for the various income categories of employees;
 - (ii) The expected number of each level of employee that is intended to be served by the employee housing units;
 - (iii) Which employee category will be served by which type/size of units;
 - (iv) Information on anticipated rental rates (in current dollars) or subsidized and/or free rent to employees, including whether utilities and homeowner's dues (if any) will be included in the proposed rates;
 - (v) Establishment of maximum occupancy per unit type (i.e. one person per one bedroom unit; two persons per two bedroom units);
 - (vi) Location of units to be within Ketchum city limits;
 - (vii) A matrix on the breakdowns of the different types of units (1 BD; square footage; total number of units; anticipated rent, etc.);
 - (viii) The priority system for occupancy of these units (i.e. first availability to full-time employees, second to seasonal employees, and third to persons that are verified to be working in the City of Ketchum);
 - (ix) What units will be available and how the pool of units available will be determined;
 - (x) What minimum standards will be used to determine employee eligibility to live in the employee housing (i.e. whether full-time status is required and what constitutes full-time status);
 - (xi) How the overflow of demand of units by employees will be handled (i.e. priority system); and

- (xii) Information on housing families with children and/or married couples.
- (b) The proposed Employee Housing Plan shall meet minimum size thresholds and income categories established by BCHA and/or Ketchum.
- (c) Owner shall submit the following information to Ketchum in connection with the Employee Housing Plan:
 - (i) Wage/salary range and a breakdown of the number of employees within each classification (full-time, part-time, seasonal, etc.);
 - (ii) Information on the type of housing provided per employee classification;
 - (iii) Costs incurred in rent (and utilities) and transportation/parking by employees;
 - (iv) Details on anticipated lease terms/rental agreements for employees housed on-site; and
 - (v) Anticipated transportation and parking scenarios for both on-site and commuting employees.
- (d) The Employee Housing Plan shall be submitted and approved by Council as an amendment to this Agreement and shall be recorded prior to issuance of a building permit.
- (e) All of the required employee housing shall be available prior to the issuance of any certificates of occupancy for the hotel, or any other uses in the hotel.

8.3.2 Infrastructure Partnering. Owner shall contribute a proportionate share to the underground relocation of overhead utility lines as more particularly set forth in Section 10 herein.

8.3.3 Additional Traffic Study. If the Owner does not comply with timelines A or B, Owner agrees to complete a revised traffic study, which includes new traffic baseline data. Said traffic study may result in modifications to approvals related to traffic and circulation.

2.2 Section 3.9, Property Maintenance is hereby amended by adding the underlined language as follows:

3.9 Property Maintenance. Owner shall take reasonable steps to maintain the Property as may be required pursuant to Ketchum City Code until construction commences,

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including, but not limited to, landscape maintenance, irrigation ~~of existing landscaping~~ and noxious weed control.

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3. Construction. This ~~Second Amendment, the~~ First Amendment and the Agreement constitute one agreement between the Parties. In the event of any inconsistency between this First Amendment and the Agreement, the terms of this First Amendment shall govern. All capitalized terms in the Agreement shall have the meaning in the Agreement when used in this First Amendment, unless otherwise defined herein.

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4. Ratification. The Agreement, as amended and supplemented by this First Amendment, is hereby ratified and affirmed.

This First Amendment is executed by the Parties as of the date first above written.

BALD MOUNTAIN LODGE, LLC, a Washington By: CITY OF KETCHUM
limited liability Company
City of Ketchum, Idaho,
a municipal corporation

By: _____

By: _____
Randy Hall, Mayor

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STATE OF IDAHO,)
) ss.
County of Blaine)

On this ____ day of _____, 2011, before me, a Notary Public in and for said State, personally appeared Randy Hall, Mayor of the City of Ketchum, Idaho, known or identified to me to the person whose name is subscribed to the within instrument as the Mayor of the City of Ketchum, Idaho, and acknowledged to me that he executed the same as Mayor of the City of Ketchum, Idaho.

Notary Public for Idaho
Residing at _____
Commission expires _____

State of _____)
) ss.
County of _____)

On this ____ day of _____, 2011, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the Manager of Bald Mountain Lodge, LLC, a limited liability company and the managing member of Bald Mountain Lodge, LLC, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of Bald Mountain Lodge, LLC.

Notary Public for _____
Residing at _____
My Commission expires _____

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EXHIBIT "A"

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REGULAR KETCHUM CITY COUNCIL MEETING
Monday, April 15, 2013 at 5:30 p.m.
Ketchum City Hall, Ketchum, Idaho

Present: Mayor Randy Hall
Council President Baird Gourlay
Councilor Michael David
Councilor Jim Slanetz

Absent: Councilor Nina Jonas

Also Present: Ketchum City Administrator Gary Marks
Ketchum City Attorney Stephanie Bonney
Ketchum Community and Economic Development Director Lisa Horowitz
Ketchum Police Chief Steve Harkins
Recording Secretary Sunny Grant

1. The meeting was called to order by Mayor Randy Hall at 5:30pm.

2. Communications from Mayor and Councilors

Councilor Michael David welcomed back returning Mountain Rides Executive Director Jason Miller.

Council President Baird Gourlay said he'd had accountants commend the City on its MOU with the State on collecting the Local Option Tax.

ArtPlace listed Ketchum as one of America's Top Twelve Small-Town ArtPlaces, with the highest arts, non-profits, core arts-oriented businesses towns and workers in creative occupations among smaller towns in the United States. The Ketchum arts community draws visitors and provides economic stimulus.

Resort town expert and motivational speaker Miles Rademann will make a luncheon presentation to Ketchum Council, P&Z, City staff, URA and the CDC on the topic of "Over Promised and Over Delivered".

Public artist/consultant Jack Mackie will talk about what arts can do to small towns a week later.

April is Volunteer Month. Mayor Hall thanked all the volunteers in the Council Chambers for contributing to Ketchum's quality of life.

Mayor Hall introduced Dave Wheelan, who is videotaping Council meetings and starting a hyperlocal e-newspaper for Ketchum. The e-newspaper will feature a closer look at the community and cover government in a way that helps people.

3. Presentation of Certificates of Recognition

Mayor Hall presented a Certificate of Recognition plaque to Ketchum Associate Planner Rebecca Bundy, who facilitated Ketchum's Green Building Code with complete consensus from the construction community.

Mayor Hall said the Green Team was appointed by Ketchum Council in 2010, to research and recommend a residential green building code for the City of Ketchum, which Council adopted in May 2012. The Green Team is currently researching a green Commercial Code. Mayor Hall presented plaques to the Green Team: Michael Doty, Steve Kearns, Joe Marx, Glen Carsten, and Cedric "Suds" Knehans.

Mayor Hall said Ketchum's great quality of life was a gift from all the local non-profits. He presented a Certificate of Recognition plaque to Environmental Resources Center Executive Director Molly Goodyear. This is the ERC's 20th Anniversary as an environmental education organization. Also present: ERC Board Chairman Kingsley Murphy, Office Director Lisa Horton and Youth Educator/Sustainability Coordinator Mark Beaver.

4. Alcohol Awareness Proclamation

Chase Hutchinson, member of Idaho Drug Free Youth at Wood River High School, said iDFY is the component of the Blaine County Drug Coalition that encourages youth in the Wood River Valley to live a healthy lifestyle free of substances. iDFY tries to combat underage drinking and drug use through education and by providing alternatives. April has been named Alcohol Awareness Month, with the goal to increase public awareness and reduce the stigma that often prevents individuals and families from seeking help.

Ketchum City Councilor/Blaine County Drug Coalition Executive Director Michael David said kids involved with iDFY promote a healthy lifestyle and create a counterculture to combat the attitude that drug use is cool.

Mayor Hall and the City of Ketchum join the National Council on Alcoholism and Drug Dependence in proclaiming April 2013 as Alcohol Awareness Month in Ketchum; and ask citizens, schools and organizations in Ketchum to support efforts to provide help for those in the community who face challenges with alcohol use and abuse.

5. Wood River YMCA Land Lease

Wood River YMCA Executive Director Jason Fry said Y programs teach kids to swim and work with special needs kids. Other programs are the Corporate Wellness Cup, the Y on Wheels, and partnering with St. Luke's to address adult and youth obesity, which are common in the community.

YMCA membership has grown 25% since 2011. Retention in 2008 was 50%; today it's 70%, which is a benchmark for YMCAs nationally. Staff is doing a great job, prices are right, and people are enjoying the programs. There were 11,000 visits in March. Last July and August, there were 4,000 visitors.

The YMCA opened in late 2007, in a bad economy. Building efficiency has improved, and will continue to improve, which could save \$50,000 annually. The equipment lease will end in 2013, an endowment is now established, and the Y expects to reduce its construction loan by 64% by restructuring it with a local group of investors. Ed Lawson, attorney representing the YMCA, asked Ketchum to sign an amendment to the ground lease to facilitate restructure of the construction loan.

The Y is asking Ketchum to approve and execute the amendments to broaden the language in Section 4.1 regarding permitted use of the leasehold and affirm that the YMCA has fulfilled their obligation to improve the Park and Ride lot; Section 4.2 to approve the assignment of the lease to the allies of the Y so it can be collateral for the remaining portion of the debt; and waive the requirement for the reserve deposit. The Y is also asking Ketchum to execute the Estoppel Certificate attached to the lease.

Councilor Gourlay asked about the area for the ice rink that was initially promised to Ketchum. Mayor Hall asked if Ketchum could have an interest in the land if the Y doesn't develop it. City Attorney Stephanie Bonney said the Y leased the property and controlled the property. The Y, Ketchum and the mortgage holder could get together and negotiate a lease amendment; or the lease could be made for a shorter period of time with option to renew.

Lawson said the Y has plans and intentions for a multi-use ice rink facility on the property, but the economy hasn't been conducive to raising the money. There is no deadline in the 99-year lease to construct the ice rink facility.

Councilors were okay with the agreement as proposed. The building has been constructed, so a reserve account is no longer necessary. The Allies of the Y, who are purchasing the construction loan, are locals and are contractually obligated to operate the Y as a recreational facility.

PUBLIC COMMENT:

- Anne Corrock said an important selling point of the Y was economic development in the community, which was the reason for the ice rink/event center. She encouraged Council to find a way to retain rights to the land.
- Phyllis Shafran asked if the property could revert back after the five-year bond is up. The community really wanted an ice rink and the Y was supposed to provide it. If Council approves the amendment, there's no requirement for the Y to provide the rink.

Councilor Gourlay said time is of the essence for the Y. Ketchum is a partner with the Y, and if a use surfaces that is appropriate for the property, with funding, he was sure the Y would consider it. Mayor Hall said the ice rink was a multi-million dollar endeavor. He didn't want to jeopardize everything the Y is doing for a facility that might not be right for the property or get financial support from the community.

Council President Baird Gourlay moved to adopt the first amendment to the lease between the City and YMCA dated April 15, 2013, and to authorize the Mayor to execute same together with the estoppel certificate attached as Exhibit B. Motion seconded by Councilor Michael David. Motion passed unanimously.

6. Recommendation to approve Street Maintenance Paint Bids

Ketchum Street Superintendent Brian Christiansen said the Street Department received three bids this year. The low bid was from Idaho Traffic Safety.

Councilor Michael David moved to accept the Idaho Traffic Safety bid of \$42,777.50 for paint markings. Motion seconded by Councilor Jim Slanetz, and passed unanimously.

7. Recommendation to approve a Chip Seal Bid

Ketchum Street Superintendent Brian Christiansen said Idaho Asphalt is the low bid for Madison County and the City of Pocatello. Staff is asking the City to piggyback on that bid.

Council President Baird Gourlay moved to accept the bid from Idaho Asphalt in the amount of \$530.50 per ton for chip sealing work. Motion seconded by Councilor Michael David, and passed unanimously.

8. Communications from the public

- Phyllis Shafran reiterated Councilor Nina Jonas's request for an information kiosk since the Visitor Center is only open when Starbucks is open.

Council President Baird Gourlay said Starbucks is open 6:00 a.m. to 8:00 pm seven days a week; but said he too would like to see information always available perhaps through QV code or International Information i. He will follow up.

- Shafran asked when the public budget process would start.

Ketchum City Administrator Gary Marks said the public process will begin with a public hearing at the first City Council meeting in May.

9. Request for authorization to proceed with Hemingway Park Splash Pad Project Planning

Also Present: Ketchum Parks & Natural Resources Superintendent Juerg Stauffacher

Mayor Hall said the splash pad project was initiated in 2006. Members of the community raised a little over \$26,000, and the splash pad was included in the capital improvement plan. When the economy failed, the splash pad was put on hold. The Mayor would like to use a \$141,000 refund from the Police Department contract with the Blaine County Sheriff to complete the splash pad.

Ketchum Parks and Recreation Director Jen Smith said Atkinson Park sees about 2,000 people a day during the summer when the splash pad would be usable. The Ketchum Parks Department works closely with the Blaine County School District which owns most of Atkinson Park. The Parks Department is currently getting bids for the project. The Parks Department will maintain the splash pad.

10. Resolution 13-005: Providing for publication of notice of public hearing and for public hearing for an amendment to the 2012-13 Fiscal Year Budget (regarding appropriations for the Hemingway Park Splash Pad Project)

City Administrator Marks said this amends the budget to appropriate the Police contract refund and donations from past years to construct the Hemingway Park Splash Pad project.

Council President Baird Gourlay moved to pass Resolution 13-005 providing for publication of notice of public hearing and for public hearing for an amendment to the 2012-13 Fiscal Year Budget. Motion seconded by Councilor Jim Slanetz, and passed unanimously.

Council President Baird Gourlay moved to authorize the Parks and Recreation Department to proceed with planning for the Hemingway Splash Pad Project. Motion seconded by Councilor Michael David, and passed unanimously.

Former Ketchum Parks and Recreation Department Director Kirk Mason thanked the Parks Department and Council for completing the project. Many daycares use the park and Safe Routes to School and the tot lot, so this is a fitting addition. Mayor Hall said this is an opportunity for the City to honor Mason and keep a promise to the contributors.

11. Communications from the Press

- Mountain Express reporter Brennan Rego asked why Council was legislating non-smoking since the Silver Dollar Saloon was banning smoking.

Mayor Hall said Council would answer his question later in the meeting.

12. PUBLIC HEARING: Request for an amendment to the approved planned unit development for Bald Mountain Lodge, LLC at Ketchum Townsite, Amended Lot 1A, Block 20 (151 South Main Street).

Also Present: Mike Kerby, CEO, Bald Mountain, LLC

The applicant requested a second one-year extension to their Development Agreement in November 2012, and offered to convert the fourth floor of the building from residential/lock-off units to all hotel rooms. The building meets the City's definition of hotel, and this proposed change gives the City more hot beds. There are no exterior changes proposed to the building.

The P&Z Commission's issues and concerns related to the new proposal:

- Deadlines of timelines A, B and C will be extended by one year.
- Hotel rooms require one more parking space – The applicant is confident they can convert some storage space to provide the extra space for building permit review. P&Z Commission considered this a non-issue.
- Hotel rooms require an increase from 23 employee housing units to 30 units. If the applicant develops within Timeline A, the housing requirement is waived. Otherwise, the applicant will need to provide an employee housing plan prior to issuance of building permit.
- Traffic-related impacts – Extensive traffic study demonstrated that traffic queue lengths and level of service will not change. Flow on Main Street is quite high, and the traffic engineer felt this would only cause a negligible 2% increase. If the applicant doesn't develop until Timeline C, they will need to provide new baseline traffic data.
- P&Z suggested Council consider some kind of processing fee for applicants that request extensions.

Councilor Gourlay said he saw no need for a processing fee. He'd rather not allow any additional extension.

Ketchum offered incentives to get the project in the ground. Mayor Hall said he was sure the applicant hated to ask for an extension and would much rather be building. Hotels paid substantial processing fees when they first applied;

and Bald Mountain Lodge paid for the traffic analysis and attorney review. Councilors agreed that the City shouldn't keep giving extensions, but supported a processing fee schedule to cover staff time and resources.

A Design Review Subcommittee will be formed at the time of development that will facilitate changes to Design Review at the time of development.

PUBLIC COMMENT: NONE

Council President Baird Gourlay moved to approve the Bald Mountain Lodge PUD Amendment, finding the applicant meets with the applicable review standards, with Conditions of Approval 1 through 25 as noted in the Staff Report. Motion seconded by Councilor Jim Slanetz, and passed unanimously

13. Ordinance 1105: An ordinance enacting Chapter 8.10, under Title 8, Ketchum Municipal Code, entitled Smoke-Free Air Ordinance, Regulating smoking in public places; setting forth the statutory authority for local government regulation of smoking; providing legislative findings; providing definitions of key terms; prohibiting smoking on all City owned property and in all City owned facilities and all places of employment and setting forth a non-exclusive list of enclosed places where smoking is prohibited; prohibiting smoking outdoors on public and private school property, within twenty feet of public transportation facilities; providing exemptions from the smoking prohibition for exclusive retail tobacconists, in residences, except for any portion that is used as a business with employees or customers, and for bona fide Native American religious practices; permitting businesses where smoking is not prohibited to designate any or all of the business nonsmoking; providing for a public education program prior to enforcement; providing infraction penalties for violation; setting forth a severability clause and providing an effective date.

This is the third reading of Ordinance 1105. E-cigarettes were added to the original draft. There were no substantive changes at the second reading.

Councilor David felt local bars and businesses were making the decision to go smokefree for their employees and work conditions. He hoped that Ketchum's decision would spread to other local jurisdictions; and applauded the decision to prohibit smoking at bus stops for the health of individuals and families taking the bus.

Mayor Hall said there is already a private push to go smokeless, but the City of Ketchum wants to legislate a smoke-free environment to protect the health of its residents, employees and guests.

PUBLIC COMMENT:

- Mountain Express reporter Brennan Rego asked if Ketchum expected to continue making regulations to protect people in the City.

Mayor Hall said Ketchum would continue to improve its quality of life, with the Dark Sky Ordinance, the idling ordinance, the Green Building Code, non-discrimination based on sexual orientation, solar panels, etc.

Council President Baird Gourlay moved to approve and adopt Ordinance 1105, the Ketchum SmokeFree Ordinance, pursuant to Idaho Code 50-902. Motion seconded by Councilor Michael David. Roll call: Council President Baird Gourlay yes, Councilor Michael David yes, Councilor Jim Slanetz yes. Motion passed unanimously.

14. CONSENT CALENDAR

- Approval of minutes from the March 18, 2013 Council meeting**
- Recommendation to approve current bills and payroll summary**
- Request for final plat and Findings of Fact for Sawtooth Residence Townhomes, Townhouse Subdivision**
- Recommendation to revoke certain LOT tax permits due to delinquency**

Council President Baird Gourlay moved to adopt the Consent Calendar for April 15, 2013. Motion seconded by Councilor Michael David and passed unanimously.

15. ADJOURNMENT

Council President Baird Gourlay moved to adjourn at 7:48pm. Councilor Michael David seconded the motion, and it passed unanimously.

ATTEST:

Randy Hall
Mayor

Sandra E. Cady, CMC
City Clerk



SPECIAL KETCHUM CITY COUNCIL MEETING
Wednesday, April 24, 2013 at 12:00 noon
Ketchum City Hall, Ketchum, Idaho

Present: Mayor Randy Hall
Council President Baird Gourlay
Councilor Michael David
Councilor Jim Slanetz

Absent: Councilor Nina Jonas

Also Present: Ketchum City Administrator Gary Marks
Ketchum Community and Economic Development Director Lisa Horowitz
Recording Secretary Sunny Grant

1. The meeting was called to order by Mayor Randy Hall at 12:00 noon.

2. Cooperative Road Maintenance Memorandum of Understanding between Blaine County and the City of Ketchum.

Ketchum Street Superintendent Brian Christiansen requested approval of an MOU for summer street work shared with Blaine County. Ketchum and Blaine County have had this reciprocal agreement for chip sealing and street sweeping for many years.

Council President Baird Gourlay moved to approve the Cooperative Road Maintenance Memorandum of Understanding with Blaine County, seconded by Councilor Michael David. Motion passed unanimously.

2. EMT Student Affiliation Agreement

The EMT class curriculum for Ketchum firefighters includes hours of clinical time in the hospital emergency room. This Agreement allows firefighters to participate under the City's Workers Compensation and City's ICRMP liability insurance.

Councilor Michael David moved to approve the St. Luke's Education Affiliation Agreement, seconded by Council President Baird Gourlay. Motion passed unanimously.

3. Consideration of a contract for Construction for Phase I Walkability

*Also Present: Ketchum Street Superintendent Brian Christiansen
Ketchum Special Projects Manager Lisa Enourato
KCDC Walkable Ketchum Project Manager Dale Bates
Ketchum Community Development Corporation Executive Director Jon Duval
Conrad Bros. Construction representative Troy Brown
Amy Christiansen
Jack Bariteau*

Walkability volunteers have been working throughout the winter to design Wayfinding signs. The CDC received three qualified responses to a Request for Qualifications for public works contractors in the April 3 newspaper. The selection committee reviewed the three contractors based on experience and the committee's perceived ability to work with the CDC and complete the project. The CDC selected Conrad Bros. Construction.

Bates detailed the budget and contract expenses, noting the professional fees were quite low.

A group of 30 volunteers and subcommittee of half a dozen architects/designers submitted sign designs. As a result of public workshops and meetings, and about 60 votes, the final design (color, lettering, layout, etc.) was presented at a City Council meeting. The walkability maps were done by a local mapmaker.

There are 37 streetlights, two at each downtown intersection, paid for out of the Idaho Power franchise fee.

Phase I includes:

- One gateway sign at Main Street and River Street
- 20 vehicle directional signs on T posts and street lights
- 12 vertical and table maps
- 22 pedestrian signs on bollards and streetlights
- 8 locational signs on parks and City Hall, and
- the intersection of Fourth and Main Street has signs on each corner, and a thermoplastic street inlay within the intersection to get motorists' attention. City Administrator Gary Marks said the inlay would be durable, but he

expressed concern about someone getting hurt in the crosswalk, and the potential liability if the intersection inlay is not standard. He was also concerned about maintenance of the inlay, and unintended consequences of the design. Councilors expressed confusion about the “K-walking man” logo.

Council asked the Walkability team and staff to review the graphics and signs. Fire Chief Mike Elle asked the team to be sure the signs that extended into the street were high enough to miss the fire trucks and snowplows. Staff has to get ITD approval and be sure the crosswalk design is Manual on Uniform Traffic Control Devices (MUTCD) acceptable.

Ketchum Street Superintendent Brian Christiansen walked the streets with Horowitz and Bates to look at all streetlight locations for the wayfinding project and Fifth Street underground power project, and didn't see any issues with the locations. He asked that the Street Department be kept in the loop for all signs, and that the signs all meet ADA and AASHTO standards.

The individual directional signs on streetposts and bollards can be revised and changed as the town changes.

PUBLIC COMMENT:

Amy Christiansen recently met Jeff Speck, the author of *The Walkable City: How Downtown Can Save America*, and offered to see if he would be willing to review the walkability plan.

Jack Bariteau, Ketchum resident and property owner, said the design was expensive and adding chaos to the chaos already existing. The graphics didn't have any connection to anything. He said wayfinding should tell people how to get where they wanted to go; and where shops might be. This didn't do anything for the merchants in the community; or eliminate the sandwich board problem. Bariteau added that the solar light program doesn't look anything like the existing lights, which were very expensive; and signs were being tacked onto the street poles.

Bates said “wayfinding” is a coordinated way to create a map of the environment in a visitor's mind. Wayfinding points out landmarks, i.e., the Library, the Post Office, River Run. It has nothing to do with pointing out retail stores, which would include a huge number of signs. Bariteau suggested Ketchum consult a graphics professional.

Amy Christiansen said it might be worth a small budget to get a professional opinion. She suggested there be a large map of all the merchants in town, just like at a shopping mall.

CED Director Lisa Horowitz said Council could also begin to think about a new city logo.

Mayor Hall left the meeting at 1:12 p.m.

Bariteau said he'd proposed a wayfinding concept awhile ago that used Ketchum's existing streetlights as a basis for everything, public and private.

Councilor Gourlay agreed that it might be good to have a wayfinding expert review the project. The lights can go forward. Council directed staff to work with Bates to review the wayfinding logo and crossing signs with an expert. Horowitz will walk the map with Christiansen, Bates and Duval.

Councilor Michael David moved to approve a contract not to exceed \$16,781 to Conrad Bros. for the lighting portion of Walkable Ketchum 2013 project. Motion seconded by Council President Baird Gourlay, and passed unanimously.

4. Recommendation to approve current bills.

Councilor Michael David moved to approve the current bills, seconded by Council President Baird Gourlay. Motion passed unanimously.

5. Adjournment

Council President Baird Gourlay moved to adjourn at 1:20pm. Councilor Michael David seconded the motion, and it passed unanimously.

ATTEST:

Randy Hall
Mayor

Sandra E. Cady, CMC
City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "011000000"- "9449008022", "991000000"- "9911810000"

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2171-2000 P/R TAXES PBL--STATE W/H			
STATE TAX COMMISSION	PR0503131	State Withholding Tax Pay Period: 5/3/2013	5,118.00
01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC			
III-A	04/30/13	Health Insurance	2,268.48
III-A	PR0503131	Health Ins - Family Pay Period: 5/3/2013	315.66
III-A	PR0503131	Health Ins - Employee + Spouse Pay Period: 5/3/2013	286.92
III-A	PR0503131	Health Ins - Family Pay Period: 5/3/2013	420.88
III-A	PR0503131	Health Ins - Employee + 1 Chld Pay Period: 5/3/2013	106.80
III-A	PR0503131	Health Ins - Employee + 2 Chld Pay Period: 5/3/2013	165.92
III-A	PR0503131	Health Ins - Family Pay Period: 5/3/2013	105.22
01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE			
AFLAC	PR0503131	AFLAC After-Tax Pay Period: 5/3/2013	155.73
AFLAC	PR0503131	AFLAC Pre-Tax Pay Period: 5/3/2013	717.79
01-2172-2000 P/R DEDUC PBL--LIFE & L.T.DISB			
LifeMap Billing	043013	Long Term Disability Pay Period: 4/19/2013	19.01
NCPERS IDAHO	04/18/13	Group Life Insurance Unit C376	64.00
01-2172-3000 P/R DEDUC PBL--DELTA DENTAL			
DELTA DENTAL PLAN OF IDAH	PR0503131	Dental Insurance - 1 Child Pay Period: 5/3/2013	69.28
DELTA DENTAL PLAN OF IDAH	PR0503131	Dental Insurance - Spouse Pay Period: 5/3/2013	185.70
DELTA DENTAL PLAN OF IDAH	PR0503131	Dental Insurance - Family Pay Period: 5/3/2013	739.52
DELTA DENTAL PLAN OF IDAH	PR0503131	Dental Insurance - 2+ Child Pay Period: 5/3/2013	183.42
01-2173-3000 P/R DEDUC PBL--PEBSCO			
NATIONWIDE RETIREMENT SOL	PR0503131	Nationwide Fire - 0035424-001 Pay Period: 5/3/2013	16.62
NATIONWIDE RETIREMENT SOL	PR0503131	Nationwide - 0026904-001 Pay Period: 5/3/2013	682.44
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHILD SUPPORT SERVICES	PR0503131	Child Support Pay Period: 5/3/2013	269.68
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR0503131	Pioneer Federal Credit Union Pay Period: 5/3/2013	2,538.00
01-2175-1000 UNION DUES			
KETCHUM FIREFIGHTERS LOCA	PR0503131	Union Dues Union Dues Pay Period: 5/3/2013	715.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR0503131	125 Medical Savings Pay Period: 5/3/2013	1,610.88
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR0503131	125 Dependant Care Pay Period: 5/3/2013	1,080.77
Total :			17,835.72
LEGISLATIVE & EXECUTIVE			
01-4110-3200 OPERATING SUPPLIES			
ENOURATO, LISA	04/11/13	Supplies from Home Depot	18.71
SUN VALLEY NATURAL SPRING	27110	Water Cooler & Bottles for Meeting Room	18.22
01-4110-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9703195532	ACCT. 365459737-00001	40.01
Total LEGISLATIVE & EXECUTIVE:			76.94
ADMINISTRATIVE SERVICES			

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
CHATEAU DRUG CENTER	999927	Supplies	18.04
GREAT AMERICA LEASING COR	13588215	Copier Maintenance	79.30
INTEGRATED TECHNOLOGIES	56259A	Copier Maintenance	55.94
INTEGRATED TECHNOLOGIES	C1M128	Copier Maintenance	7.86
INTEGRATED TECHNOLOGIES	C1M130	Copier Maintenance	42.35
SUN VALLEY NATURAL SPRING	27110	Water Cooler & Bottles for Meeting Room	18.22
UNIFIED OFFICE SERVICES	160903	Office Supplies	44.55
UNIFIED OFFICE SERVICES	161285	Office Supplies	101.07
UNIFIED OFFICE SERVICES	161288	Office Supplies	9.09
01-4150-3310 STATE SALES TAX-GEN.GOV. & PAR			
STATE TAX COMMISSION	04/30/13	Sales Tax - 04/01/13 - 04/30/13	2.19
01-4150-4200 PROFESSIONAL SERVICES			
GRANT, SUZANNE	04/15/13	CC Minutes 04/15/13	180.00
GRANT, SUZANNE	042513	CC Minutes 04/24/13	120.00
KETCHUM COMPUTERS, INC.	9329	Computer Maintenance	250.00
RED SKY PUBLIC RELATIONS	9750	Communications	3,423.21
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
BENNETT, PATRICIA	042613	Travel Expenses-Budget & Levy 5/16/13	96.54
CADY, SANDRA E.	042613	Travel Expenses - Budget & Levy Training 05/16/13	18.00
CARNDUFF, KATHLEEN	042613	Travel Expenses -- Budget & Levy Training 05/16/13	18.00
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST			
ENOURATO, LISA	042913	III-A Travel Expenses	177.60
GOSMA	042513	Gary Marks - Registration and Dues	200.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087263841862	ACCT. 208-726-3841 862b	1,154.43
CENTURY LINK	2087265574240	ACCT. 208-726-5574 240b	44.37
CENTURY LINK	2087275060239	ACCT. 208-727-5060 239b	15.15
COX COMMUNICATIONS	1240102722230	ACCT. 001 2401 027222301	200.00
VERIZON WIRELESS, BELLEVUE	9703195532	ACCT. 365459737-00001	55.53
01-4150-5200 UTILITIES			
IDAHO POWER	5563550804-04	ACCT. 5563550804	90.64
IDAHO POWER	5582759799-04	ACCT. 5582759799	125.33
IDAHO POWER	769316182-04/	ACCT. 769316182	1,436.20
01-4150-7402 OFFICE FURN/EQUI-CITY ADM/ASST			
ENOURATO, LISA	04/11/13	Supplies from Home Depot	2.67
Total ADMINISTRATIVE SERVICES:			7,986.28
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120179	Monthly Prosecutor Payment	3,660.17
Total LEGAL:			3,660.17
COMMUNITY PLANNING/DEVELOPMENT			
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
GREAT AMERICA LEASING COR	13588215	Copier Maintenance	158.60

Vendor Name	Invoice Number	Description	Net Invoice Amount
INTEGRATED TECHNOLOGIES	56259A	Copier Maintenance	111.84
INTEGRATED TECHNOLOGIES	C1M128	Copier Maintenance	15.70
INTEGRATED TECHNOLOGIES	C1M130	Copier Maintenance	84.70
UNIFIED OFFICE SERVICES	160618	Office Supplies	12.71
UNIFIED OFFICE SERVICES	161288	Office Supplies	18.14
01-4170-3160 OFFICE SUPPLIES/POSTAGE-HOTEL			
GREAT AMERICA LEASING COR	13588215	Copier Maintenance	158.60
INTEGRATED TECHNOLOGIES	56259A	Copier Maintenance	111.84
INTEGRATED TECHNOLOGIES	C1M128	Copier Maintenance	15.70
INTEGRATED TECHNOLOGIES	C1M130	Copier Maintenance	84.70
UNIFIED OFFICE SERVICES	161288	Office Supplies	18.14
01-4170-4200 PROFESSIONAL SERVICES			
BENCHMARK ASSOCIATES	413-11	Engineering Review	172.50
GRANT, SUZANNE	040813	P&Z Minutes 04/08/13	90.00
GRANT, SUZANNE	042313	P&Z Minutes 04/22/13	202.50
KETCHUM COMPUTERS, INC.	9330	Computer Maintenance	50.00
PERRY'S	121312	Meeting Expenses	33.56
PERRY'S	121812	Meeting Expenses	34.28
01-4170-4264 PROF SVC-BALD MOUNTAIN LODGE			
LSC TRANSPORTATION CONSU	46683	Bald Mountain Lodge Traffic Review	5,191.20
01-4170-7400 OFFICE FURNITURE & EQUIPMENT			
ENOURATO, LISA	04/11/13	Supplies from Home Depot	10.69
Total COMMUNITY PLANNING/DEVELOPMENT:			6,575.40
CAPITAL IMPROVEMENTS			
01-4197-7850 KCDC WALKABILITY PROJECT			
GALENA ENGINEERING, INC.	6912-04/13	Walkability Project	2,300.00
Total CAPITAL IMPROVEMENTS:			2,300.00
POLICE			
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	200945	BCSO Law Enforcement Services	105,604.17
Total POLICE:			105,604.17
BUILDING			
01-4240-3200 OPERATING SUPPLIES			
ENOURATO, LISA	04/11/13	Supplies from Home Depot	2.67
GREAT AMERICA LEASING COR	13588215	Copier Maintenance	79.30
INTEGRATED TECHNOLOGIES	56259A	Copier Maintenance	55.94
INTEGRATED TECHNOLOGIES	C1M128	Copier Maintenance	7.87
INTEGRATED TECHNOLOGIES	C1M130	Copier Maintenance	42.35
UNIFIED OFFICE SERVICES	161288	Office Supplies	32.31
Total BUILDING:			220.44
Total GENERAL FUND:			144,259.12

Vendor Name	Invoice Number	Description	Net Invoice Amount
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-3310 STATE SALES TAX			
STATE TAX COMMISSION	04/30/13	Sales Tax - 04/01/13 - 04/30/13	10.08
Total WAGON DAYS EXPENDITURES:			10.08
Total WAGON DAYS FUND:			10.08
STREET MAINTENANCE FUND			
STREET			
04-4310-3200 OPERATING SUPPLIES			
CENTRAL DRUG SYSTEM, INC.	221095	Testing	151.50
D AND B SUPPLY	11044-04/06	ACCT. 11044	82.97
D AND B SUPPLY	11044-04/06/13	ACCT. 11044	134.97
D AND B SUPPLY	11044-04/10/13	ACCT. 11044	124.97
DOMKE, RON	041713	Boot Repair	85.00
TREASURE VALLEY COFFEE IN	2160:03165921	COFFEE	55.50
TREASURE VALLEY COFFEE IN	2160:03181427	COFFEE	86.45
WAKE UP AND LIVE, INC.	497	Street Dept. Breakfasts	49.72
04-4310-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	14-305357	Supplies	17.56
04-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	368776	ACCT. 368776	86.05
UNITED OIL	730166	ACCT. 37269	1,012.94
04-4310-4200 PROFESSIONAL SERVICES			
ERWIN EXCAVATION, S	13-131	Snow Hauling	675.00
ERWIN EXCAVATION, S	13-152	Snow Hauling	75.00
04-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9703195532	ACCT. 365459737-00001	87.71
04-4310-5200 UTILITIES			
IDAHO POWER	6471919866-04	ACCT. 6471919866	405.19
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
CESCO	P39839	Parts	98.24
FASTENAL COMPANY	IDJER41543	Parts	43.42
FREIGHTLINER OF IDAHO	134306	Parts & Supplies	21.98
FREIGHTLINER OF IDAHO	134772	Parts & Supplies	45.45
H & E EQUIPMENT SERVICES, IN	91149309	Parts & Supplies	22.73
KENWORTH SALES COMPANY	TKSJPR810815	Supplies	58.58
METROQUIP, INC.	19105	Parts	482.47
METROQUIP, INC.	19190	Parts	63.84
NAPA AUTO PARTS	729612	Supplies	148.69
PIPECO, INC.	119074	Supplies	72.86
RIVER RUN AUTO PARTS	6538-57564	Parts & Supplies	66.34
RIVER RUN AUTO PARTS	6538-57747	Parts & Supplies	126.62
RIVER RUN AUTO PARTS	6538-57875	Parts & Supplies	10.12
VIKING-CIVES MIDWEST, INC.	62298	Spreader Chain	1,284.51
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400219571	ACCT. 241076800	64.18

Vendor Name	Invoice Number	Description	Net Invoice Amount
AMERIPRIDE LINEN	2400221451	ACCT. 241076800	34.26
AMERIPRIDE LINEN	2400223097	ACCT. 241076800	64.18
KETCHUM COMPUTERS, INC.	9315	Computer Maintenance	120.00
04-4310-6920 SIGNS & SIGNALIZATION			
ECONO SIGNS LLC	10-908098	Signage	224.56
NAPA AUTO PARTS	411524	Supplies	317.08
04-4310-6930 STREET LIGHTING			
IDAHO POWER	6304817401-04	ACCT. 6304817401	109.52
IDAHO POWER	6471919866-04	ACCT. 6471919866	800.72
IDAHO POWER	731352437-04/	ACCT. 731352437	29.84
IDAHO POWER	8344414305-04	ACCT. 8344414305	11.13
PLATT	3699290	Supplies	132.20
Total STREET:			7,584.05
Total STREET MAINTENANCE FUND:			7,584.05
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBOI1029287	Cleaning Services	13.20
ALSCO - AMERICAN LINEN DIVI	LBOI1033749	Cleaning Services	13.05
ATCO INTERNATIONAL	372500	Supplies	110.00
CAS MEDICAL SYSTEMS, INC.	27627	Repairs	59.02
CASCADE FIRE & SAFETY	50351	Uniforms	307.58
DAVIS EMBROIDERY	20751	Embroider Services	75.00
ENOURATO, LISA	04/11/13	Supplies from Home Depot	1.34
GREAT AMERICA LEASING COR	13588215	Copier Maintenance	39.65
INTEGRATED TECHNOLOGIES	56259A	Copier Maintenance	27.97
INTEGRATED TECHNOLOGIES	C1M128	Copier Maintenance	3.94
INTEGRATED TECHNOLOGIES	C1M130	Copier Maintenance	21.18
JACKSON-HIRSH, INC.	859523	Supplies	61.01
McLEAN, THOMAS	04/24/13	Pizza for Extended Call	66.98
PAUL CONWAY SHIELDS	325005	Badges	254.97
Poster, Brian	042513	Reimbursement for Food Expenses	23.82
PRAXAIR/WHITMORE	45898143	Supplies	20.54
PREMIER CLEANERS, INC.	104837-03/13	Cleaning Services	6.00
RESSA'S SHOE SERVICE	1068	Resole Work Boots	54.15
UNIFIED OFFICE SERVICES	160444	Office Supplies	14.84
UNIFIED OFFICE SERVICES	160619	Office Supplies	2.85
UNIFIED OFFICE SERVICES	160900	Office Supplies	7.41
UNIFIED OFFICE SERVICES	161286	Office Supplies	1.42
UNIFIED OFFICE SERVICES	161288	Office Supplies	4.54
10-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	730164	ACCT. 37267	225.51
10-4230-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	9328	Computer Maintenance	25.00
10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG			
RESPONSE SOLUTIONS, LLC	042913	Instructors Kit	260.00
10-4230-5100 TELEPHONE & COMMUNICATIONS			
SUN VALLEY COMPANY	21899	Annual Rent 2013	75.74

Vendor Name	Invoice Number	Description	Net Invoice Amount
VERIZON WIRELESS, BELLEVUE	9703200600	ACCT. 765494480-00001	74.25
10-4230-5900 REPAIR & MAINTENANCE-BUILDINGS			
WEIDNER & ASSOCIATES	104343	Filter	90.59
10-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
WHITE CLOUD COMMUNICATIO	72276	Repairs	85.00
Total FIRE & RESCUE:			2,026.55
Total FIRE & RESCUE FUND:			2,026.55
AMBULANCE SERVICE FUND			
AMBULANCE SERVICE			
14-4260-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBOI1011236	Cleaning Services	13.52-
ALSCO - AMERICAN LINEN DIVI	LBOI1029287	Cleaning Services	13.21
ALSCO - AMERICAN LINEN DIVI	LBOI1033749	Cleaning Services	13.05
ATCO INTERNATIONAL	372500	Supplies	110.00
CAS MEDICAL SYSTEMS, INC.	27627	Repairs	59.02
CASCADE FIRE & SAFETY	50351	Uniforms	307.58
ENOURATO, LISA	04/11/13	Supplies from Home Depot	1.34
GREAT AMERICA LEASING COR	13588215	Copier Maintenance	39.65
INTEGRATED TECHNOLOGIES	56259A	Copier Maintenance	27.97
INTEGRATED TECHNOLOGIES	C1M128	Copier Maintenance	3.93
INTEGRATED TECHNOLOGIES	C1M130	Copier Maintenance	21.17
JACKSON-HIRSH, iNC.	859523	Supplies	61.01
McLEAN, THOMAS	04/24/13	Pizza for Extended Call	66.99
Poster, Brian	042513	Reimbursement for Food Expenses	23.81
PRAXAIR/WHITMORE	45898143	Supplies	20.54
PREMIER CLEANERS, INC.	104837-03/13	Cleaning Services	6.00
PROGRESSIVE MEDICAL INTER	405138	Supplies	8.50
PROGRESSIVE MEDICAL INTER	405181	Supplies	327.00
RESSA'S SHOE SERVICE	1068	Resole Work Boots	54.15
ST. LUKES	IW207	Acct. 342	920.07
UNIFIED OFFICE SERVICES	160444	Office Supplies	14.83
UNIFIED OFFICE SERVICES	160619	Office Supplies	2.85
UNIFIED OFFICE SERVICES	160900	Office Supplies	7.41
UNIFIED OFFICE SERVICES	161286	Office Supplies	1.43
UNIFIED OFFICE SERVICES	161288	Office Supplies	4.55
14-4260-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	730164	ACCT. 37267	242.62
14-4260-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	9328	Computer Maintenance	25.00
14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG			
DEPT. OF HEALTH & WELFARE	5067103	Renewals	75.00
DEMOE, RYAN	040513	Reimbursement for EMT background check	60.00
DEMOE, RYAN	041113	NREMT Registration	170.00
VARNER, BEN	041113	Reimbursement for EMT Registration	130.00
14-4260-5100 TELEPHONE & COMMUNICATIONS			
SUN VALLEY COMPANY	21899	Annual Rent 2013	75.73
VERIZON WIRELESS, BELLEVUE	9703200600	ACCT. 765494480-00001	74.24

Vendor Name	Invoice Number	Description	Net Invoice Amount
14-4260-5900 REPAIR & MAINTENANCE-BUILDINGS			
WEIDNER & ASSOCIATES	104343	Filter	90.59
14-4260-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
KETCHUM AUTOMOTIVE	56918	Mount and Balance Tires	132.00
14-4260-6100 REPAIR & MAINT--MACHINERY & EQ			
WHITE CLOUD COMMUNICATIO	72276	Repairs	85.00
Total AMBULANCE SERVICE:			3,262.72
Total AMBULANCE SERVICE FUND:			3,262.72
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-3100 OFFICE SUPPLIES & POSTAGE			
OFFICE VALUE	6167152-0	Office Supplies	13.07
OFFICE VALUE	7185011-1	Office Supplies	14.97
18-4510-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	996848	Supplies	46.04
OFFICE VALUE	7185011-0	Office Supplies	2.99
SYSCO	671368PU	Return	61.80-
18-4510-3210 SPECIAL EVENT SUPPLIES			
BMI	1893926-04/13	License Fee	288.00
18-4510-3250 RECREATION SUPPLIES			
CHATEAU DRUG CENTER	998614	Supplies	25.77
DELL MARKETING L.P.	XJ3RKXND4	Tablet Case	35.59
DELL MARKETING L.P.	XJ4DFP4M6	Tablet for Recreation	629.19
KEARNEY, JOHN	041713	Sagebrush Summer Swim League Registration	200.00
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
SYSCO	304090503	Concession Supplies	553.99
SYSCO	304250234	Supplies	1,252.71
18-4510-3310 STATE SALES TAX-PARK			
STATE TAX COMMISSION	04/30/13	Sales Tax - 04/01/13 - 04/30/13	172.43
18-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	730165	ACCT. 37268	276.68
18-4510-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	29285	Snow Removal	21.00
BIG WOOD LANDSCAPE, INC.	29286	Snow Removal	21.00
BIG WOOD LANDSCAPE, INC.	29287	Snow Removal	21.00
BIG WOOD LANDSCAPE, INC.	29288	Snow Removal	52.50
BIG WOOD LANDSCAPE, INC.	29289	Snow Removal	73.50
BIG WOOD LANDSCAPE, INC.	29290	Snow Removal	21.00
BIG WOOD LANDSCAPE, INC.	29291	Snow Removal	21.00
BIG WOOD LANDSCAPE, INC.	29331	Christmas Tree Disposal	40.48
IRISH ELECTRIC	3313	Electrical Repairs	386.20
IRISH ELECTRIC	42413	Electrical Repairs	469.60
KETCHUM COMPUTERS, INC.	9314	Computer Maintenance	330.00
WEBB LANDSCAPING	042313	Farnlun Park	7,494.30

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-4410 ADVERTISING & PUBLICATIONS			
SUN VALLEY MAGAZINE	9162	Display Ad	137.50
18-4510-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087263841862	ACCT. 208-726-3841 862b	80.00
SENTINEL FIRE & SECURITY, IN	168209	Replaced Heat Detector	80.00
STAUFFACHER, JUERG	041013	Cell Phone Reimbursement Jan - March 2013	150.00
VERIZON WIRELESS, BELLEVUE	9703195532	ACCT. 365459737-00001	74.23
ARMS, SHARON	041013	Cell Phone Reimbursement Janu - March 2013	150.00
18-4510-5200 UTILITIES			
City of Ketchum	1245-03/13	Acct. 1245	67.68
City of Ketchum	532-03/13	Acct. 532	112.32
IDAHO POWER	1390712010-04	ACCT. 1390712010	99.15
IDAHO POWER	373292353-04/	ACCT. 3732923535	21.29
IDAHO POWER	4962654229-04	ACCT. 4962654229	5.45
IDAHO POWER	5318579658-04	ACCT. 5318579658	9.63
OHIO GULCH TRANSFER STATI	06-340118	Dump Charges	6.00
OHIO GULCH TRANSFER STATI	06-340770	Dump Charges	2.20
OHIO GULCH TRANSFER STATI	06-340792	Dump Charges	2.20
18-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
CAR DOCTOR	4299	Vehicle Repairs	140.80
RIVER RUN AUTO PARTS	6538-57898	Parts & Supplies	89.95
RIVER RUN AUTO PARTS	6538-58201	Parts & Supplies	44.24
18-4510-6100 REPAIR & MAINT--MACHINERY & EQ			
SAWTOOTH WOOD PRODUCTS, I	78044	Supplies	67.25
18-4510-6510 COMMUNITY SPECIAL EVENTS			
CLEAR CREEK DISPOSAL	714644	ACCT. 56339	219.51
CLEAR CREEK DISPOSAL	714645	ACCT. 56339	252.50
KECH	1231-03/13	Solfest	250.00
LIVE AUDIO PRODUCTION	031813	Solfest	1,400.00
SESAC	631101016-04/	License Fees	161.26
SUN VALLEY MARKETING ALLI	4057	Solfest Expenses	487.50
STAPLETON GROUP SUN VALLE	110	Solfest	350.00
BRENT RUSSELL	041013	DJ Services at Solfest	400.00
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
CHATEAU DRUG CENTER	995254	Supplies	17.09
CHATEAU DRUG CENTER	9971614	Supplies	104.47
CHATEAU DRUG CENTER	999031	Supplies	46.52
CHATEAU DRUG CENTER	999052	Supplies	40.18
LUTZ RENTALS	24466	Rental Equipment	10.05
PIPECO, INC.	118727	Supplies	51.97
PIPECO, INC.	118867	Supplies	22.08
PIPECO, INC.	119128	Supplies	47.30
PIPECO, INC.	119132	Supplies	12.31
SYSCO	304250233	Supplies	355.19
ECOLAB FOOD SAFETY SEPCIA	92972880	Mops	86.50
Total PARKS AND RECREATION:			18,055.53
Total PARKS AND RECREATION FUND:			18,055.53

Vendor Name	Invoice Number	Description	Net Invoice Amount
LOCAL OPTION SALES TAX FUND			
LOCAL OPTION SALES TAX			
22-4910-6050 FLY SUN VALLEY			
FLY SUN VALLEY ALLIANCE	14	Monthly Contract Amount	3,333.33
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	749	Monthly Payment	43,550.83
22-4910-6500 CDC FUNDING			
KETCHUM COMMUNITY DEVEL	31	Monthly Contract Payment	9,700.00
Total LOCAL OPTION SALES TAX :			56,584.16
Total LOCAL OPTION SALES TAX FUND:			56,584.16
UNDERGROUNDING IMPROVEMENT FND			
UNDERGROUNDING EXPENDITURES			
50-4800-7180 UNDERGROUNDING			
GALENA ENGINEERING, INC.	6912-A-04/13	Survey for Undergrounding	1,525.00
Total UNDERGROUNDING EXPENDITURES:			1,525.00
Total UNDERGROUNDING IMPROVEMENT FND:			1,525.00
WATER FUND			
WATER EXPENDITURES			
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	160446	Office Supplies	22.56
UNIFIED OFFICE SERVICES	161130	Office Supplies	20.20
63-4340-3120 DATA PROCESSING -- ADMIN			
BILLING DOCUMENT SPECIALIS	19387	Statement Processing for Utility Billing	479.98
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-304104	Supplies	21.17
AMERIPRIDE LINEN	2400218902	ACCT. 241076900	111.53
AMERIPRIDE LINEN	2400218903	ACCT. 241076901	17.58
CHATEAU DRUG CENTER	995026	Supplies	14.24
CHATEAU DRUG CENTER	995262	Supplies	18.99
CHATEAU DRUG CENTER	998885	Supplies	18.30
PIPECO, INC.	118493	Paint	141.12
PIPECO, INC.	119154	Supplies	47.79
RIVER RUN AUTO PARTS	6538-57618	Parts & Supplies	5.66
SHERWIN-WILLIAMS CO.	7578-0	Supplies	4.29
UNIFIED OFFICE SERVICES	161293	Office Supplies	9.65
UNIFIED OFFICE SERVICES	4692CM	Office Supplies	13.00-
WEBB LANDSCAPING	9402	Seed	21.09
63-4340-3500 MOTOR FUELS & LUBRICANTS			
RIVER RUN AUTO PARTS	6538-58183	Parts & Supplies	5.99
UNITED OIL	730168	ACCT. 37271	618.25
63-4340-3600 COMPUTER SOFTWARE			
DLT SOLUTIONS, INC.	SI217968	Auto CAD	1,724.91

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E234379	Chemicals	243.00
63-4340-4200 PROFESSIONAL SERVICES			
PROTHMAN	2013-3844	Reference Checks	625.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715195	ACCT. 208-725-0715 195b	105.88
CENTURY LINK	2087255045103	ACCT. 208-725-5045 103b	45.88
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	102.00
IDAHO POWER	9961104680-04	ACCT. 9961104680	40.79
KETCHUM COMPUTERS, INC.	9316	Computer Maintenance	174.25
VERIZON WIRELESS, BELLEVUE	9703195548	ACCT. 365516521-00001	140.46
63-4340-5200 UTILITIES			
EXPRESS PRINTING INC	227670	Door Hangers	140.00
IDAHO POWER	3230225839-04	ACCT. 3230225839	192.24
OHIO GULCH TRANSFER STATI	06-340831	Dump Charges	215.80
PIPECO, INC.	118696	Supplies	18.22
PIPECO, INC.	119022118914	Supplies	5.99
WEBB LANDSCAPING	9426	Seed	63.28
WEBB LANDSCAPING	9434	Seed	14.38
WEBB LANDSCAPING	9577	Seed	11.23
WEBB LANDSCAPING	9582	Seed	21.09-
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-57862	Parts & Supplies	5.95
SAFETY-KLEEN CORP.	60387871	Supplies	225.61
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
LUNCEFORD EXCAVATION, INC.	4789	Excavation	912.69
LUTZ RENTALS	24364	Rental Equipment	29.03
PIPECO, INC.	118914	Supplies	5.99
PIPECO, INC.	119022	Supplies	11.06
Total WATER EXPENDITURES:			6,597.94
Total WATER FUND:			6,597.94
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7800 CONSTRUCTION			
D AND L SUPPLY	14419	Parts & Services	407.50
Total WATER CIP EXPENDITURES:			407.50
Total WATER CAPITAL IMPROVEMENT FUND:			407.50
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	160446	Office Supplies	22.55
UNIFIED OFFICE SERVICES	161130	Office Supplies	20.20

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-3120 DATA PROCESSING -- ADMIN			
BILLING DOCUMENT SPECIALIS	19387	Statement Processing for Utility Billing	719.96
65-4350-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400218903	ACCT. 241076901	17.59
CHATEAU DRUG CENTER	998662	Supplies	14.24
D AND B SUPPLY	11041-04/24/13	ACCT. 11041	104.97
HACH	8237708	Supplies	85.45
HACH	8252778	Supplies	56.95
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	727552	ACCT. 37270	207.50
UNITED OIL	730167	ACCT. 37270	160.86
65-4350-3600 COMPUTER SOFTWARE			
DLT SOLUTIONS, INC.	SI217968	Auto CAD	1,724.91
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	29046	Supplies	522.50
CENTRAL DRUG SYSTEM, INC.	221095	Testing	101.00
PROTHMAN	2013-3844	Reference Checks	625.00
QUALITY CONTROL SERVICES, I	32855	Testing	1,165.00
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
DAIGH, DAN	040913	Water Quality in Idaho Training 4/30/13	30.00
MUMMERT, MICK	040913	Water Quality in Idaho Training 04/30/13	30.00
VERT, JEFF	040913	water Quality in Idaho Training - 04/30/13	30.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953402	ACCT. 208-726-8953 402b	45.88
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	102.00
IDAHO POWER	9961104680-04	ACCT. 9961104680	40.79
KETCHUM COMPUTERS, INC.	9316	Computer Maintenance	174.25
VERIZON WIRELESS, BELLEVUE	9703062248	ACCT. 965494438-00001	78.50
65-4350-5200 UTILITIES			
IDAHO POWER	2345750212-04	ACCT. 2345750212	9,034.71
IDAHO POWER	3568602365-04	ACCT. 3568602365	74.32
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
NAPA AUTO PARTS	731938	Supplies	101.94
RIVER RUN AUTO PARTS	6538-57584	Parts & Supplies	37.90
RIVER RUN AUTO PARTS	6538-58154	Parts & Supplies	8.17
SAFETY-KLEEN CORP.	60387871	Supplies	145.79
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	14-304415	Supplies	2.14
A.C. HOUSTON LUMBER CO.	14-305199	Supplies	1.32
ALPINE TREE SERVICE	14846	Tree Removal	4,485.00
CHATEAU DRUG CENTER	996879	Supplies	22.78
HACH	8244051	Supplies	693.95
McMASTER-CARR SUPPLY CO.	49237269	Supplies	406.83
McMASTER-CARR SUPPLY CO.	49527853	Supplies	345.35
McMASTER-CARR SUPPLY CO.	49771237	Supplies	46.13
PLATT	3699110	Supplies	88.38
PLATT	3765956	Supplies	19.42

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	36.01
KETCHUM COMPUTERS, INC.	9316	Computer Maintenance	61.50
RIVER RUN AUTO PARTS	6538-57926	Parts & Supplies	5.95
RIVER RUN AUTO PARTS	6538-57928	Parts & Supplies	23.94
VERIZON WIRELESS, BELLEVUE	9703062248	ACCT. 965494438-00001	33.20
Total WASTEWATER EXPENDITURES:			21,754.83
Total WASTEWATER FUND:			21,754.83
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7801 REUSE PUMP STATION			
BOLEN'S CONTROL HOUSE, INC.	S1211261.001	Reuse Project	3,912.45
FORSGREN ASSOCIATES, INC.	213066	WW Reuse	2,491.42
LUNCEFORD EXCAVATION, INC.	4763	Reuse Main Line Pressure Test	5,865.89
PLATT	3769660	Supplies	45.58
SHERWIN-WILLIAMS CO.	5395-8	Supplies	29.37
WEBB LANDSCAPING	9487	Pasture Seed	199.59
67-4350-7802 REUSE ENGINEERING			
CURRENT DESIGN, LLC	1801	WWTF Reuse Pump Station	7,140.00
FORSGREN ASSOCIATES, INC.	213079	Reuse UV Disinfection Validation	480.00
GALENA ENGINEERING, INC.	1318.152-04/13	Weyyakin Feed to Pond	887.50
Total WASTEWATER CIP EXPENDITURES:			21,051.80
Total WASTEWATER CAPITAL IMPROVE FND:			21,051.80
Grand Totals:			283,119.28

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9449008022", "9910000000"- "9911810000"

)	
IN RE:)	
Bald Mountain Lodge)	KETCHUM CITY COUNCIL
Conditional Use Permit)	FINDINGS OF FACT, CONCLUSIONS
(PUD) Amendment)	OF LAW AND DECISION
)	
File Number: 07-015)	

BACKGROUND FACTS

PROJECT: Bald Mountain Lodge Planned Unit Development (PUD) Amendment

FILE NUMBER: 07-015

OWNER: Bald Mountain Lodge LLC, verified March 1, 2013

REQUEST: Amendment to Conditional Use Permit for a Planned Unit Development (PUD)

NOTICE: Mailing: All property owners within 300 feet of subject property were mailed on Wednesday, March 27, 2013, a notice of the public hearing to be held on April 15, 2013;
Publish: The public hearing notice was advertised in Idaho Mountain Express on Friday, March 29, 2013; and
Post: The public hearing notice was posted on the subject property on Monday, April 8, 2013.

LOCATION: Ketchum Townsite Amended Lot 1A, Block 20 (151 South Main Street)

COMP PLAN LAND USE DESIGNATION:
Current: Community Core
Proposed: No change proposed.

ZONING: Community Core (CC), Subdistrict A, Retail Core

LOT SIZE: 48,351 sf

PROJECT TOTAL SQUARE FOOTAGE: 231,400 sf (including sub-grade garage) (no change)

OVERLAY: None

REVIEWERS: Rebecca F. Bundy, Associate Planner, and
Lisa Horowitz, Community and Economic Development

GENERAL FINDINGS OF FACT

The Planning and Zoning Commission considered this proposed PUD Amendment at their March 11, 2013 meeting and recommended approval to the Council, with conditions as noted in this staff report. Findings of Fact were signed on March 25, 2013.

On November 5, 2012, the City Council considered a request by Bald Mountain Lodge, LLC for a second extension of their Development Agreement. As a condition of that extension, the developer agreed to change the original fourth floor design from condominium units to hotel guest rooms. This current application is for modification of the approved PUD for the project, to reflect this change. The change from residential to hotel use on the fourth floor results in some minor changes to the following PUD requirements:

- Parking
- Employee housing
- Satisfaction of definition of "hotel"
- Traffic impact.

Staff noted a discrepancy in the number of residential units on the fifth floor between the letter from HMI, the narrative from Jim Garrison, the PUD Findings and the Development Agreement. The applicant addressed this at the meeting and it was determined that the final number is eleven (11). This discrepancy does not affect the fourth floor changes in question and does not have implications on the analysis below. It also does not change the parking analysis, since parking for residential uses is calculated by area, not number of units.

There are no proposed changes to the exterior of the building or to the site improvements, so there is no change to many of the already approved PUD standards. These are noted with N/A on the left margin. Since there are no exterior changes to the project, there are no Design Review modifications to consider at this time.

The Bald Mountain Lodge Planned Unit Development (PUD) was approved by the City Council on June 7, 2010. The PUD was subject to the adoption of a development agreement, which contractually binds the parties to the Conditions of Approval developed by the Council for the project. The Development Agreement is approved only by the Council, and is not subject to Planning Commission review. The Council adopted the Development Agreement on September 17, 2010.

At the October 17, 2011 City Council meeting, Highmark LLC requested an extension to the 2010 Development Agreement to roll all the dates forward by one year. After lengthy discussion, this change was approved by the Council, with the inclusion of language regarding property maintenance.

In November 2012, Highmark LLC, on behalf of Bald Mountain Lodge LLC, requested a second extension to the deadline regarding the application for a building permit outlined in Section 8 of the Amended Development Agreement. Section 8 provides for a full waiver of employee and community housing requirements if the applicant applies for a building permit by December 31, 2012 (along with several other trigger dates). This change would necessitate a change to all of the other deadlines in Section 8; each date would be rolled forward one year. The letter indicates that if the Council is

willing to extend the Amended Development Agreement deadlines for an additional year, the applicant will apply for a modification to the PUD and Development Agreement to convert the fourth floor of the building from condominium units to hotel units. The Council agreed in concept, and directed the applicant to begin the PUD modification process.

1. PLANNED UNIT DEVELOPMENT BACKGROUND:

The Commission and Council reviewed the seventeen evaluation standards found in the City's Planned Unit Development (PUD) Ordinance, Chapter 16.08.080, Ketchum Subdivision Ordinance. The Planning and Zoning Commission is a recommending body to the City Council for PUD's. The PUD Ordinance permits the following:

“Modification or waiver from certain standard zoning and subdivision requirements may be permitted subject to such conditions, limitations and/or additional development standards pursuant to Section 13 of this Ordinance as the City Council may prescribe to mitigate adverse impact of the proposal, or to further the land use policies of the City, or to ensure that the benefits derived from the project justify a departure from such regulations.”

The PUD Ordinance states that waivers may be granted by the Council on a case-by-case basis. Application for waivers or deferrals must be in writing and submitted as part of the PUD application. The PUD Ordinance requires that:

“Such application for waiver or deferral must state with particularity the matters on which the applicant seeks waiver or deferral and the waiver or deferral would not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area.”

Several Waivers have been requested by the applicant and approved by the City Council. See Item 7, Table 5 below for a detailed table of the waiver requests.

2. STANDARDS OF REVIEW:

The Planned Unit Development Ordinance, Chapter 16.08.080 establishes seventeen (17) standards of evaluation. The Planning and Zoning Staff analyzed the BML PUD application dated September 22, 2009, as well as other supplemental documents, in relation to the City's land use policies and ordinances, the 2001 Comprehensive Plan, 2006 Downtown Master Plan and 2008 Gateway Study (Winter & Associates) in preparing its report for the public hearing conducted April 8-9, 2010, April 19, 2010, May 4, 2010 and May 17, 2010.

3. PROCESS:

The applicant has the following approvals:

Planned Unit Development (PUD) Conditional Use Permit: approved June 7, 2010

Design Review Approval: approved, with Findings of Fact signed March 22, 2010

Development Agreement Approval: September 17, 2010

First Amendment to the Development Agreement: November 7, 2011

The Planning and Zoning Commission makes recommendations on the PUD to the City Council. The City Council approves the Development Agreement. The Planning and Zoning Commission approves Design Review.

4. CONDITIONS OF APPROVAL:

The PUD Ordinance outlines a list of conditions which may be imposed by the Council to mitigate adverse impact of the proposal, or to further the land use policies of the City, or to ensure that the benefits derived from the project justify a departure from standard regulations. Conditions are not limited to those itemized in the PUD Ordinance. Only the City Council is empowered to grant modifications or waivers from standard zoning and subdivision requirements. These findings contain a few small changes to the originally adopted Conditions of Approval, based on this application.

5. BALD MOUNTAIN LODGE PUD OVERVIEW AND SQUARE FOOTAGE BREAKDOWN

The proposed project is described by the applicant as a four-star hotel. The original proposal contained the following "hotel" components: 82 guest suites, 9 Lock-off units, reception and lobby area, full service restaurant and bar, day spa, hotel-related retail space, conference/ballroom facilities, outdoor terrace and swimming pool, activities center and underground parking garage. The proposed conference capacity is 250-275. The conference center, day spa, restaurant and bar will be open to the general public as well as hotel guest. The 4th & 5th floors of the development will house twenty six (26) residential condominium units. Lock-Off units are shown on the 4th floor under Lock-Off Option A which is on record with the City of Ketchum. The following table is a summary of the project's area square footages by level/floor:

The current amended proposal converts the entire fourth floor from residential units to hotel rooms, resulting in a total of one hundred nineteen (119) guest rooms and eleven (11) residential units on the fifth floor.

**Table 1: Bald Mountain Lodge Square Footage
Square Footage Summary**

Lot Size	219 ft x 219 ft	48,351 sf
Parking Level 2(P-2)	Underground parking/ BOH/Hotel Support Services	48,306 sf
Parking Level 1(P-1)	Underground parking/BOH/ Spa/Ballroom	48,306 sf
First Floor	Retail/Lobbies/Spa/Activity Center	28,461 sf
Second Floor	Hotel Guest Rooms	29,711 sf

Third Floor	Hotel Guest Rooms	29,711 sf
Fourth Floor	Hotel Guest Rooms	25,006 sf
Fifth Floor	Residential condominiums Hotel Related Area (731 sf)	22,384 sf
TOTAL BUILDING AREA		231,885 sf
TOTAL SUB GRADE/PARKING AREA		96,612 sf
TOTAL GROSS FLOOR AREA ABOVE GRADE		134,800 sf

Table 2. Detailed Square Footage and Use Breakdown by Level:

P2 (below grade)

USE	SQUARE FOOTAGE
Hotel Related	17,129
Parking (51 stalls)	31,177
Total	48,306

P1 (below grade)

USE	SQUARE FOOTAGE
Spa	3,621
Ballroom	2,420
Pre-function	2,407
Back of House	4,528
Multi-Use	1,388
Conference	609
Bathrooms	636
Courtyard – 2,916 sf	(Not included in total)
Mechanical	773
Total Hotel Use	16,460
Parking(65 stalls)	31,846
Total	48,306

*96,612 square feet below grade square footage (P1 + P2);

Level 1 (ground)

USE	SQUARE FOOTAGE
Retail	2,614
Restaurant	7,006
Café	735
Activity Room	4,726
Spa	1,885
Fitness	819
Lockers	432
Office	217
Great Room	5,660
Bathrooms	611

Loading	2,530
Circulation	1,427
Total	28,461

*Outdoor Level 1 Pool/Deck area: +/- 5,500 sq.ft.

Level 2

USE	SQUARE FOOTAGE
Hotel (41 keys)	29,711
Total	29,711

Level 3

USE	SQUARE FOOTAGE
Hotel (41 keys)	29,711
Total	29,711

*59,000 gross square footage for hotel use (L2 + L3) and 82 total hot beds/keys

Level 4

USE	SQUARE FOOTAGE
Residential (26 units)	23,369
Hotel Uses (support)	1,637
Hotel Uses (Lock-Offs)	3,538
Total	25,006

Level 5

USE	SQUARE FOOTAGE
Residential (8 units)	22,384
Total	22,384

Floor Area Summary:

Existing: None

Proposed: 231,885 (including sub-grade garage)
168,862 (not including sub-grade parking space)

Lot Area: 48,351 sf

Floor Area Ratio:

Permitted: Community Core regulations do not limit FAR's for 4 and 5 story hotels

Proposed: 2.8

5. HOTEL DEFINITION

Ketchum's hotel "matrix" for Bald Mountain Lodge is shown below (The number for total square footage of Guest Rooms has been revised since the staff report to include the area of the former lock off units, and the lock-off area has been removed from the BOH area. This does not change the total "Hotel" area or the "Hotel" percentage.):

Table 3: BALD MOUNTAIN LODGE MATRIX/HOTEL DEFINITION

HOTEL CONFIGURATION	BML-2010 Approved	BML-2013 Proposed
Guest Rooms	82	119
Sq Ft	59,422	86,329
Dedicated Units –Lock-Out Units	9	N/A
Sq Ft	3,538	N/A
Hotel Key Count	91	119
BOH/Lobbies/Hotel Related Uses Sq Ft (P1,P2,Level 1*)	63,687	60,149
TTL “Hotel” sq ft (per definition)	126,647	146,478
Permitted “Non-Hotel” sq ft (25%)	42,215.5	22,384
Proposed Residential Units (4th & 5th Floors minus lock-off units)	26	8
Sq Ft	42,215	22,384
TTL Bldg Sq Ft (includes sub-grade hotel-uses)	168,862	168,862
Pct of Building Area defined as “Hotel”	75 %	86.7%
Residential sq ft over allowable per definition	0	0

*included Level 4 lock-out units in the 2010 calculations

Table 4: HOTEL DEFINITION

COMPONENT	PZ 4/23/09	PZ 7/13/09	PZ 12/2- 3/09	CC 5/17/10	PZ 3/11/13
Total Gross Floor Area			168,539	168,862	168,862
Hotel Floor Area	122,031	126,931	125,389	126,647	146,478
% of Building Floor Area	71%	73.5%	74.4%	75%	86.7%
Residential Floor Area	50,005	45,608	43,890	42,215	22,384
% of Building Floor Area	29%	26.5%	25.6%	25%	13.3%

Supplemental Analysis: Applicant agreed at the December 3, 2009 Planning and Zoning Public Hearing that the project would comply with Ketchum’s “hotel” definition by adjusting/increasing the final lock-off unit configuration, which was included in the above “hotel” definition calculation. Also included is a hotel-support area on the 4th floor. Such an allowance was permitted, provided non-hotel (residential units) square footage were dedicated/included within the nightly rental pool of units as allowed within Ketchum’s Hotel Definition. The applicant previously committed to dedicated 3,538 square feet on the fourth floor as hotel lock off units, equating to 9 hotel units. The current

proposal reconfigures the entire 4th floor as hotel rooms, for an increase of 19,831 sq. ft. of hotel uses. Lock-offs are no longer part of this proposal.

7. WAIVER REQUESTS WITH FINDINGS:

Modifications or waivers from certain standard zoning and subdivision requirements are permitted within the PUD process. The following table sets forth the applicant’s request and the corresponding findings by the Council.

Table 5: Waiver Requests, Bald Mountain Lodge

Code Section Zoning Ord.	Requirement	Waiver	Finding
Subdivision Ordinance: 16.08.080(A)(1)	Minimum lot size of three acres	Lot is 0.92 acres	Waiver specifically permitted for hotels - Approved
Conditional Use Permits: 17.116.080	12 month Term of CUP Approval	4 year term of CUP approval with incentives for accelerated schedule	The size and inherent complexity of the project warrants such a timeline. In addition, this is similar to timelines established for similar projects. - Approved <u>Note: One-year extension of all time lines is being requested at this time.</u>
Community Core: 17.64.010.L: Use Specifications	G. Private outdoor space: All residential uses shall have a private outdoor space (such as a deck, balcony, or private porch). The area of each private outdoor space shall be at least 50 square feet, with no dimension less than 6 feet.	On 4 th and 5 th floor residential units, decks have dimensions less than 6 ft.	Residential units have substantial outdoor spaces and waiver will not diminish their use of appearance. - Approved

<p>Community Core: 17.64.010.L: Site Specifications</p>	<p>D. Building zone: 60 to 100 percent of this area shall be occupied by 1 or more buildings. 1. The minimum building depth shall be 50 feet as measured from the front and rear property line, except a portion of the building may be built anywhere within 30 feet of the front property line.</p>	<p>Rear Building Zone along Washington Avenue – 36% of this zone is building; 60% is required *not including outdoor terrace area as building</p>	<p>This portion of the site is adjacent to the Forest Service park and less building mass is appropriate. In addition, the Gateway Mass and Scale Study recommend receding this corner in order to maximize views of Bald Mountain. - Approved</p>
<p>Community Core: 17.64.010.L: Mass and Height Specifications</p>	<p>D.2. On streets and avenues the fourth floor and fifth floor shall be set back from the property line a minimum of 10 feet with an average of 15 feet. The average setback shall be calculated based on the built portion of the fourth and fifth floor facades and shall be calculated for each street or avenue elevation; the calculation of the average setback is not cumulative. In addition to the minimum and average setback requirement from the property line, the fourth and fifth floors shall be set back a minimum of 5 feet from the wall of the third floor.</p>	<p>4th and 5th floors do not meet 10 ft minimum setback on each street elevation. Average setback of 15 ft not met on 1st Street on 4th and 5th floors.</p>	<p>Overall massing of building and large setbacks along Main Street, River Street and Washington Ave reduce overall impacts of 4th and 5th floors. Said waiver will have minimal impacts on overall mass of 4th and 5th floors. In addition, the project has received design review approval from the Planning and Zoning Commission. - Approved</p>
<p>Community Core: 17.64.010.L: Façade Elements</p>	<p>A. Awnings/marquees may project 3 feet to 6 feet from the facade. At major pedestrian entrances to the hotel, marquees may extend between 6 feet and up to $\frac{2}{3}$ the distance between the front facade and the curb line of the sidewalk. Supporting posts are permitted at these entrances.</p>	<p>Marquees extend 7.5 to 12 feet from all four building facades at multiple locations. Only main entrances to the hotel may extend beyond 6 feet.</p>	<p>Larger marquees are appropriate for a large hotel building. - Approved</p>
<p>Community Core: 17.64.010.L: Mass and Height Specifications</p>	<p>B. Upper floor ceiling heights: 8 feet minimum and up to 80 percent of the height of first floor ceiling.</p>	<p>5th floor ceiling height exceeds 80% of the height of the first floor ceiling height</p>	<p>Required sloped roof design warrants larger ceiling height on 5th floor. - Approved</p>

Community Core: 17.64.010.I: Hotels – Employee Housing	3-5. Applicant is required to provide housing for 25% of the total number of employees calculated per hotel room or bedroom.	Full waiver of requirement/Partial Waiver of requirement. See condition #3 of the conditions of approval for complete waiver and timeline incentives	Project incentivized to begin construction with two years. - Approved
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ATTACHMENTS to the April 15, 2013 Staff Report:

- Attachment A: Letter from HMI, dated January 15, 2013, including fourth floor plans, original and current proposal
- Attachment B: Applicant narrative outlining proposed changes, dated March 11, 2013
- Attachment C: Planning and Zoning Commission, PUD Amendment Findings of Fact, signed March 25, 2013
- Attachment D: Bald Mountain Lodge Traffic Impact Update, LSC Transportation Consultants, Inc., dated March 4, 2013 (Earlier traffic studies available at the Planning Division offices.)
- Attachment E: First Amendment to the Bald Mountain Lodge Development Agreement, dated November 7, 2011
- Attachment F: Original Bald Mountain Lodge Development Agreement, dated September 17, 2010
- Attachment G: City Council PUD Findings of Fact, signed June 7, 2010
- Attachment H: Comments

ZONING CODE REQUIREMENTS

17.64 Community Core Zoning District

PROPOSED SETBACKS: No change in PUD amendment request.

REQUIRED SETBACKS: No change in PUD amendment request.

BUILDING HEIGHT: No change in PUD amendment request.

CURB CUT: No change in PUD amendment request.

PARKING SPACES:

Required parking spaces are pursuant to 17.64.010.E. See table below:

Table 6: Required Parking

Parking Requirements:		
Commercial Space:	13,120 sf	2 per 1,000 sq. ft. = 26 spaces
Residential (net)	<u>16,725 sf</u>	1 per 1,500 sq. ft. = <u>11 spaces</u>
Hotel:	<u>119 units</u>	.75 per Room = <u>89 spaces</u>
Total Spaces Required: <u>126 spaces</u>		
Proposed:		
Garage:	116 spaces	On Street Credit*: 9 spaces
Total Spaces Proposed: 125 spaces		
Net New Parking Spaces Required: <u>1 space*</u>		

* Section 17.64.010.E.3 of the Community Core District zoning regulations states that: *Four (4) on street parking spaces per five thousand five hundred (5,500) square feet of lot area may be counted toward the required parking demand.*

This would result in an on street parking credit of 35 spaces. However, between Pre-application Design Review and the original Design Review/PUD submittal, Staff and the Applicant negotiated a parking credit of 9 on street spaces, due to vehicular access requirements, desired pedestrian bulb-outs at intersections and other considerations.

Per the original Findings of Fact: “Sidewalk plan and surface parking configuration TBD with City Engineer, planning staff and final City Council approval (see condition #7). A net loss of surface parking spaces is anticipated. Project is credited with additional 9 surface parking spaces for determining parking compliance.”

The current project proposal project will require one (1) additional parking space. The Applicant has indicated that, at building permit submittal, the underground parking garage design will be refined to accommodate one (1) or more additional parking spaces. The conversion of the fourth floor from residential to hotel use eliminates the need for a number of storage units on the second level of the parking garage. These may be converted to parking spaces. In addition, some structural refinements may result in additional parking spaces in the garage. This zoning criteria has been satisfied with a new condition that:

- At building permit submittal, plans, showing that the parking requirements of Table 6 have been met, shall be submitted to the Design Review Subcommittee for review and approval. If the requirements of Table 6 cannot be met, prior to the issuance of a building permit, the Applicant shall pay the City the current parking in lieu fee for any parking deficit.

17.64.010.I Hotel Uses

N/A I. Hotel Uses:

1. **Transfer Of Development Rights:** Hotels may build a fourth floor anywhere in designated receiving areas, as may be adopted by the city council, without purchase of transfer of development rights. If a site meets the criteria for five-story hotel site designation, the fifth floor may be built without the purchase of transfer of development rights. Five-story hotels may only be approved via a planned unit development (PUD) as outlined in [chapter 16.08](#) of this code. However, with the exception of limited architectural elements, hotel projects may not request waivers to the height and bulk requirements of subsection L1f of this section, building type 6 hotel.

Findings/Conclusion: There are no changes to the approved hotel of five stories in height and within Sub-District A of the Community Core Zoning District. The site meets the criteria for a Five-Story Hotel Site Designation. The applicant received CUP PUD and Design Review approval. No exceptions to the current height limit for a five story hotel are proposed. No changes to this standard of review.

YES a. **Five-Story Hotel Site Designation Criteria:** A property shall meet all of the following criteria to be designated as a five-story hotel site:

Commission Recommendation:

- (1) Is located in Subdistrict A, retail core. Yes
- (2) Is highly visible to visitors. Yes
- (3) Is convenient to walk to retail center. Yes
- (4) Is near the center town plaza, Main Street and Sun Valley Road. Yes
- (5) Contributes to the retail vibrancy. Yes
- (6) Is not located on Main Street between First Street and Sixth Street. Yes
- (7) Has a minimum lot area of thirty three thousand (33,000) square feet. Yes
- (8) Respects the general parameters of any massing studies which may be applicable in the area. Yes – See Massing Study Analysis

N/A 2. **Designated Sending Areas Restricted:** Without exception, hotels cannot build fourth or fifth floors in designated sending areas, as may be adopted by the city council.

Findings/Conclusion: The proposed hotel project and property is not a designated sending area.

YES 3. Employee Housing: Hotel developments are required to mitigate employee housing impacts at a ratio of twenty five percent (25%) of the total number of employees calculated by the following formula: One employee per hotel room or bedroom. A development agreement or other similar tool shall be utilized to outline employee housing commitments.

Findings/Conclusion: The applicant did not submit an Employee Housing Plan in 2010. Employee housing calculations are based on a formula of one employee per hotel room. Based on the increase in the number of hotel rooms, the employee housing requirement increases as follows:

BML-2010 Approved: 23 employees required to be housed

BML-2013 Proposed 30 employees must be housed

The Council approved a waiver to this requirement structured through a construction timeline (see Condition #2 of these Findings of Fact, PUD Conditions of Approval and see Development Agreements). The waiving of the employee housing timed to a timeline was considered to be a major incentive by the Council. The applicant would be required to meet the entirety of this requirement if the construction timelines outlined in the Development Agreements are not met. The applicant has been granted a one-year extension to the timeline, and is requesting an additional year as part of this application.

YES 4. Employee Housing Plan: The applicant shall provide an employee housing plan which outlines the number of employees, income categories and other pertinent data. The employee housing plan shall be the basis of the applicant's proposal for the mix of employee housing which addresses the range of employees needed to serve the hotel.

Findings/Conclusion: No detailed employee housing plan was required by the City at the time the PUD and Development Agreements were approved. The Council approved a waiver to this requirement structured through a construction timeline. This is outlined in detail in the Development Agreements. The applicant would be required to meet the entirety of this requirement if the construction timelines are not met.

YES 5. Alternate Means To Satisfy Square Footage: The city council may consider a request by the hotel developer to satisfy any required employee or community housing square footage by alternate means. Off site mitigation, payment of in lieu fees, land in lieu of units, or other considerations may be proposed by the hotel developer. Larger sites are encouraged to include employee and/or community housing on site. The city council has full discretionary power to deny said request.

Findings/Conclusion: No employee housing plan was submitted. The Council has approved a waiver to this requirement structured through a construction timeline. Under Timeline A the applicant will receive a full waiver of the employee housing requirement. Under Timeline B the applicant will receive a partial waiver of the employee housing requirement, with the remainder satisfied via real estate transfer means of other means approved by the Council. Under Timeline C the applicant will be required to provide for the full employee housing requirement.

YES 6. **Development Agreement: Hotels shall enter into a development agreement with the city as part of the PUD approval process. Said development agreement may address the following subjects: community housing, hotel room uses and restrictions, public access on the property, alternatives and remedies if the hotel use ceases, and any other issue the planning and zoning commission or city council deems appropriate. Said development agreement shall follow the public hearing process as outlined in [chapter 16.08](#) of this code. Said development agreement shall be subject to sections [17.154.060](#), "Enforcement", and [17.154.070](#), "Modification And Termination", of this title.**

Findings/Conclusion: A Development Agreement was adopted by Council, dated September 17, 2010, and one amendment to the Development Agreement has also been adopted, dated November 7, 2011.

PUD EVALUATION STANDARDS

16.08.080(A) STANDARDS:

N/A 1. **Minimum lot size of three acres. All land within the development shall be contiguous except for intervening waterways. Parcels that are not contiguous due to intervening streets are discouraged. However, the Commission and the council may consider lands that include intervening streets on a case by case basis. The commission may recommend waiver or deferral of the minimum lot size and the council may grant said waiver or deferral only for projects which:**

- a. **Include a minimum of thirty (30) percent of community or employee housing, as defined in Section 16.08.030;**
- b. **Guarantee the use, rental prices, or maximum resale prices thereof based upon a method proposed by the applicant and approved by the Blaine County housing authority and/or the Ketchum city council; and,**
- c. **Are on parcels that are no less than one and one-half acres (sixty-five thousand three hundred forty [65,340] square feet). Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost, or resale cost thereof; or,**
- d. **For a hotel which meets the definition of hotel in Chapter 17.08, Definitions, and conforms to all other requirements of Chapter 17.64, Community Core District. Modifications or waivers from the provision of Chapter 17.64 may be granted for hotel uses only as outlined in Chapter 17.64.010(H)(c).**

Findings: A waiver to the minimum three acre parcel size was granted in 2009. The existing proposal meets the definition of hotel and will provide employee housing as outlined in the Development Agreement. The PUD amendment request does not change any of the original waiver requests.

Conclusion: This standard does not apply at this time.

N/A 2. **That the proposed project will not be detrimental to the present and permitted uses of surrounding areas.**

Findings: There are no changes proposed to the exterior of the building or to any exterior improvements. Any resultant parking or traffic changes will be addressed in the Zoning Code analysis above and Section 6 below.

Conclusion: This standard does not apply at this time.

N/A **3. That the proposed project will have a beneficial effect not normally achieved by standard subdivision development.**

Findings: This standard is not applicable because the proposed development is not a subdivision.

Conclusion: This standard does not apply. No land subdivision is proposed. See Section 14 below for a more detailed list of benefits.

N/A **4. The development shall be in harmony with the surrounding area.**

Findings: The PUD amendment request involves no exterior changes to the approved project.

Conclusion: This standard does not apply at this time.

N/A **5. Densities and uses may be transferred between zoning districts within a PUD as permitted under this chapter provided the aggregate overall allowable density of units and uses shall be no greater than that allowed in the zoning district or districts in which the development is located. Notwithstanding the above, the commission may recommend waiver or deferral of the maximum density and the council may grant additional density above the aggregate overall allowable density only for projects which construct community or employee housing; and which:**

- a. **Include a minimum of thirty (30) percent of community or employee housing, as defined in Section 16.08.030; and,**
- b. **Guarantee the use, rental prices, or maximum resale prices thereof based upon a method proposed by the applicant and approved by the Blaine County housing authority and/or the Ketchum city council.**

Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost, or resale cost thereof.

Findings/Conclusion: This standard does not apply. No densities are being transferred. The proposed density is permitted in the CC Zoning District.

YES **6. That the proposed vehicular and non-motorized transportation system:**

YES **a. Is adequate to carry anticipated traffic consistent with existing and future development of surrounding properties;**

Findings: The City Council PUD Findings of Fact stipulated that an updated transportation impact assessment be prepared prior to the City entering into a Development Agreement with the Applicant. This document, *Transportation Impact Assessment*, dated January 2010, was

prepared by Galena Engineering, Inc.. The original Development Agreement, recorded on September 30, 2010 is based on this document and a subsequent review of it by Hales Engineering entitled *Ketchum – Bald Mountain Lodge TIA / 1st Street Review*, dated April 14, 2010.

A revised *Bald Mountain Lodge Traffic Impact Assessment Update* by LSC Transportation Consultants, Inc., dated March 4, 2013, assessed the current proposal's impacts, resulting from the conversion of fourth floor residential units to hotel units, to traffic on Main Street and cross streets River Street and First Street. The revised study was based on the assumptions of the *Transportation Impact Assessment for Bald Mountain Lodge*, prepared by Galena Engineering, dated January 2010.

In summary, the revised assessment found that “The findings of the January 2010 *Bald Mountain Lodge Transportation Impact Assessment*, prepared by Galena Engineering, Inc. with regards to LOS and traffic queue lengths would not be changed noticeably by this change in traffic volumes, and remain appropriate.”

More specifically, the revised assessment found that:

- “The change to the proposed land uses of the Bald Mountain Lodge (as indicated in a letter from Michael K. Kirby of HighMark Investments to Lisa Horowitz of the City of Ketchum, dated January 15, 2013) would result in an increase in 101 daily one-way vehicle-trips to/from the project (about a 10% overall increase), including an increase in 3 trips during the AM peak hour and 6 in the PM peak hour. However, this change results in only a 0.2 percent increase in overall traffic volume on Main Street in this vicinity, which is negligible.
- With this change in land use, the Bald Mountain Lodge project would generate an estimated total 1,108 vehicle-trips per day, of which 46 would occur in the AM peak hour and 87 in the PM peak hour.”

The Commission considered the above information and expressed concern about the need to update baseline data in the traffic study in light of the timeline extensions currently being granted. The Commission expressed a desire to follow best practices, which, according to Traffic Consultant Gordon Shaw of LSC Consulting, would include updated baseline data approximately every three years. To address this concern, the Commission suggested an added condition to Timeline C that a revised traffic study would be “required, including new traffic baseline data. Said traffic study may result in modifications to approvals related to traffic and circulation.”

In addition, LSC Transportation Consultants, Inc. was asked to study the implications of a three-lane configuration of Main Street at the River and First Street intersections. The Main Street intersection approaches were assumed to have one shared thru-right and an exclusive left-turn lane in each direction, while the River and First Street approaches were assumed to retain their existing single-lane approaches. In summary, this limited analysis and simulation found that, in a 2013 scenario:

- Reducing the capacity along Main Street would cause excessive delays at intersections.
- Long traffic queues on Main Street that would persist throughout the AM and PM peak hours were predicted. Of particular concern were that:
 - Southbound queues, formed from the Main Street/1st Avenue intersection, would extend northward through the 2nd, 3rd and 4th Street intersections, creating the potential for “gridlock” conditions;
 - Westbound queues on 1st Avenue would form back through the Leadville Avenue intersection; and
 - Northbound queues on Main Street would extend back to Serenade lane.
- The analysis also mentions that, in reality, the extent of the above mentioned delays and queues would result in “substantial diversion off of Main Street and onto parallel routes, such as 2nd Avenue and Cottonwood Street/3rd Avenue.” It concludes that, “even with those diversions (and associated impacts on the parallel routes) long delays and queues would remain on Main Street.”

In addition, the 2018 scenario assumes a 2% annual growth in traffic volumes on Main Street, which would result in substantially worse conditions than the 2013 study predicts.

In conclusion, the current analysis suggests that a three-lane configuration for Main Street does not appear to be a reasonable future scenario and would certainly require additional study.

The Commission acknowledged that, while the three lane configuration analysis provided interesting information, this analysis had no bearing on the PUD amendment being considered.

Conclusion: The proposed PUD Amendment would not noticeably change the traffic impacts of the project. All conditions of the original PUD approval and Development Agreement pertaining to traffic impact still apply. This standard has been met, subject to Conditions #3-8 on pages 27-28 of this report, and a modification to Condition #2, Timeline C, requiring a traffic study.

YES b. **Will not generate vehicular traffic to cause "undue congestion" of the public street network within or outside the PUD;**

Findings/Conclusion: See Section a. This standard has been met.

YES c. **Is designed to provide automotive and pedestrian safety and convenience;**

Findings: No change is proposed to the proposed configuration of vehicular and pedestrian access. The current traffic study does not find significant increase in vehicular activity due to the proposed use changes. The Commission clarified one condition related to striping of the entrance to the Porte Cochere off of First Street.

Conclusion: This standard has been met.

N/A d. **Is designed to provide adequate removal, storage and deposition of snow;**

Findings/Conclusion: There is no proposed change to the snow removal plan. This standard does not apply at this time.

YES e. **Is designed so that traffic ingress and egress will have the least impact possible on adjacent residential uses. This includes design of roadways and access to connect to arterial streets wherever possible, and design of ingress, egress and parking areas to have the least impact on surrounding uses.**

Findings/Conclusion: This standard has been met. See Section c.

N/A f. **Includes the use of buffers or other physical separations to buffer vehicular movement from adjacent uses;**

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A g. **Is designed so that roads are placed so that disturbance of natural features and existing vegetation is minimized;**

Findings/Conclusion: No additional roads are being proposed. This standard does not apply.

N/A h. **Includes trails and sidewalks that creates an internal circulation system and connect to surrounding trails and walkways.**

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

YES 7. **That the plan is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning ordinance, and other applicable ordinances of the city, and not in conflict with the public interest.**

Findings: The proposed minor land use change does not negatively change the project with respect to the Comprehensive Plan, Downtown Master Plan, Zoning Ordinance or Subdivision Ordinance. The additional hotel rooms on the fourth floor bring the project further into compliance with the intent of the Comprehensive Plan and with the definition of "Hotel" in the Zoning Code.

Conclusion: This standard has been met.

N/A a. **Pursuant to Section 16.08.070.D, all of the design review standards in Chapter 17.96 shall be carefully analyzed and considered. This includes detailed analysis of building bulk, undulation and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.**

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A **b. The influence of the site design on the surrounding neighborhood, including relationship of the site plan with existing structures, streets, traffic flow and adjacent open spaces shall be considered.**

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A **c. The site design should cluster units on the most developable and least visually sensitive portion of the site.**

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A **8. That the development plan incorporates the site's significant natural features.**

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A **9. Substantial buffer planting strips or other barriers are provided where no natural buffers exist.**

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A **10. Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner.**

Findings/Conclusion: No change is proposed to the project phasing.

N/A **11. Adequate and useable open space shall be provided. The applicant shall dedicate to the common use of the homeowners or to the public adequate open space in a configuration useable and convenient to the residents of the project. The amount of useable open space provided shall be greater than that which would be provided under the applicable "aggregate lot coverage" requirements for the zoning district or districts within the proposed project. Provision shall be made for adequate and continuing management of all open spaces and common facilities to ensure proper maintenance thereof.**

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A **12. Location of buildings, parking areas and common areas shall maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties.**

Findings/Conclusion: There is no proposed change to the exterior configuration of the proposed project. This standard does not apply at this time.

N/A **13. "Adequate recreational facilities" and/or daycare shall be provided. Provision of adequate on-site recreational facilities may not be required if it is found that the project is of insufficient size or density to warrant same and the occupant's needs for recreational facilities will be adequately provided by payment of a recreation fee in lieu thereof to the city for development of additional active park facilities. On-site daycare may be considered to satisfy the adequate recreational facility requirement or may be required in addition to the recreational facilities requirement.**

Findings/Conclusion: There is no proposed change to the recreational or daycare facilities of the proposed project. This standard does not apply at this time.

YES **14. There shall be special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD conditional use permit.**

Findings: Table 11 summarizes the special development objectives of the proposal:

TABLE 11: SPECIAL DEVELOPMENT OBJECTIVES

Special Development Objective, special Characteristics of the Site or Physical Conditions	Type of Objective
4-Star Hotel of <u>119</u> "hot beds"	Economic
Conference Space (seating for 250-275 persons)	Economic
Employee Housing for <u>30</u> employees (required but no plan has been provided)	Social
Proposed contribution towards the undergrounding of overhead power lines (amount to be determined)	Aesthetic; Economic
Pedestrian improvements to public right-of-way to create enhance pedestrian experience	Aesthetic; Economic

The current PUD amendment proposes to convert the entire fourth floor from residential to hotel use. This results in an economic benefit of an additional thirty-seven (37) hotel rooms in the Community Core. The employee housing requirement has changed from a requirement of twenty-

three (23) employee housing units to thirty (30) employee housing units. These are special development objectives that continue to justify the granting of a PUD. The City has established the need for hotels and hotbeds as a priority. The economic benefits of such a project are substantial.
Conclusion: This standard has been met.

YES **15. The development will be completed within a reasonable time.**

Findings: See General Findings section, page 2 of this report. At their meeting on March 11, 2013, the Commission noted their concerns over the extensions to the project timelines, and suggested a condition of approval that would impose an additional fee if any further extensions are requested. The Council discussed these concerns and agreed that, if any further extensions are applied for, a fee should be imposed to recoup costs incurred by the City to process such application. The Commission also noted that the applicant should pay attention to property maintenance and landscape care in the interim period before the site is developed.

Conclusion: This standard has been met with the condition that the project receive approval of a Second Amended Development Agreement, as outlined above, from the City Council prior to the end of the year 2013. In addition, Condition #16 addresses site maintenance and Condition #23 addresses the additional fee.

N/A **16. That public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.**

Findings/Conclusion: The proposed PUD amendment does not affect public services, facilities and utilities. The Fire, Street and Utility Departments have had no concerns or comments on the current proposal. This standard does not apply at this time.

Yes **17. That the project complies with all applicable ordinances, rules and regulations of the city of Ketchum, Idaho except as modified or waived pursuant to this subsection A.**

Findings: At the time of the original PUD hearings, the applicant received several waivers that are outlined in the waiver chart provided earlier in this staff report. No additional waivers have been requested. All other ordinances, rules and regulations of the City of Ketchum are met. The waivers require approval through the PUD process and should be evaluated accordingly.

Conclusion: This standard has been met. Several waivers have been requested and approved, and are outlined previously in this staff report. All other rules and ordinances have been met.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and zoning ordinance, Title 17 and a subdivision ordinance, Title 16.

3. The Planning and Zoning Commission has authority to hear the applicant’s Conditional Use Permit application pursuant to Idaho Code Section 67-6512 of the Local Land Use Planning Act and Chapter 16.08 of Ketchum Subdivision Code Title 16.
4. The Commission’s public hearing and consideration of the applicant’s Conditional Use Permit application was properly noticed pursuant to the Local Land Use Planning Act, Idaho Code Section 67-6512.
5. The application does comply with Ketchum Zoning Code Title 17 and Ketchum Subdivision Code Title 16 and the Ketchum Comprehensive Plan only if the following conditions of approval are met.

DECISION

THEREFORE, the Ketchum City Council approves of this Conditional Use Permit (CUP) for a Planned Unit Development (PUD) amendment this 15th day of April, 2013 provided the following conditions are met:

AMENDED CONDITIONS OF APPROVAL FOR BALD MOUNTAIN LODGE LLC – BALD MOUNTAIN LODGE PUD:

The following conditions are based on the findings made on each of the standards of evaluation as they have been applied to the submitted plans for the PUD:

Hotel Uses

1. Only residential units may be condominiumized and sold separately. The hotel portion of the building including the hotel guest rooms shall not be condominiumized. Occupancy of residential units shall be addressed in the development agreement to ensure that they are as “occupied” for purposes of Urban Renewal Revenue valuation once certificates of occupancy have been issued.

Timing and Incentives

2. Construction Incentives

Incentive Timeline	Community Housing Waiver	Workforce Housing Waiver	Infrastructure Partnering
Timeline A - Building permit applied for in 2013 with construction commencing by June 2014 and the hotel portion of the building completed by 2017.	7,444 sf requirement or approximately \$2.36 million in lieu payment waived in full.	Waive the employee housing requirement in its entirety.	Applicant will construct and pay for all project infrastructure requirements as outlined in the DA. City of Ketchum agrees to request that the Urban Renewal Agency reimburse applicant for costs of qualified public infrastructure improvements. Said reimbursed costs may equal up to 50% of the annual URA revenue increments generated from the project up to a

			total of \$1.5 million over the life of the URA, whichever is less.
Timeline B - Building permit applied for in 2014 with construction commencing by December 2015 and the hotel portion of the building completed by 2018	7,444 sf requirement or approximately \$2.36 million in lieu payment waived in full (based on extension of June 2010 deadline)	50% waiver of housing requirement. 50% or \$1.38 million paid toward housing requirement via real estate transfer fee or other means approved by the City	Applicant will construct and pay for all project infrastructure requirements as outlined in the DA. City of Ketchum agrees to request that the Urban Renewal Agency reimburse applicant for costs of qualified public infrastructure improvements. Said reimbursed costs may equal up to 50% of the annual URA revenue increments generated from the project up to a total of \$1.5 million over the life of the URA, whichever is less.
Timeline C - Building permit application applied for within 4 years of Amended PUD approval	No waiver to requirement	No waiver to requirement	Applicant will construct and pay for all project infrastructure requirements as outlined in the DA. City of Ketchum does not contribute to said improvements.

*This approval is not binding upon the URA as its independent jurisdiction and discretion are not waived by any conditions mentioning the URA.

- **Timeline A.** The project shall receive the following waivers if a Second Development Agreement is approved by the City Council prior to the end of year 2013 and a building permit is applied for by December 2013 and construction commences by June 30th of 2014. If a building permit is not applied for in 2013, construction does not commence by June 30, 2014 and the certificate of occupancy for the hotel portion of the building is not approved by January 2017 these waivers shall not apply:
 - i. Employee Housing: waive the employee housing requirement in its entirety.
 - ii. Community Housing: the community housing requirement of 7,444 square feet or approximately \$2.36 million in-lieu payment is waived in its entirety.
 - iii. Infrastructure Partnering: Applicant will construct and pay for all project infrastructure requirements including undergrounding of power lines and installation of street improvements. City of Ketchum agrees to request that the Urban Renewal Agency reimburse applicant for costs of qualified public infrastructure improvements. A list of

qualified public infrastructure improvements should be identified in the Development Agreement. Said reimbursed costs may equal up to 50% of the annual URA revenue increments generated from the project up to a total of \$1.5 million over the life of the URA, whichever is less. Said reimbursement will be paid annually via URA revenues generated by the project, and shall be subordinate to existing debt accrued/obligated by the URA. A repayment plan shall be developed at such time as substantial URA revenues are generated from the project, at which time total URA increment revenues associated with this project shall be recalculated. Applicant and City Council acknowledge and agree that any project utilizing URA funds is subject to the sole discretion and decision of the URA and the URA is not bound by this agreement. URA financing and projects are also subject to applicable Idaho and federal law. Accordingly, there is no guarantee that URA funding will be available for this project.

- **Timeline B.** The project shall receive the following waivers if a building permit is applied for by December 2014 and construction commences by December of 2015. If a building permit is not applied for by December 2014, construction does not commence in December 2015 and the certificate of occupancy for the hotel portion of the building is not approved by January 2018 these waivers shall not apply:

- i. Employee Housing: waive 50% of the total employee housing requirement as calculated by the following formula. The remaining 50% employee housing requirement which totals \$1.38 million shall be one of the following:
 - a. Constructed within City limits or the Area of City Impact, including concepts of partnership with the City or other entities;
 - b. Paid via a real estate transfer fee, with transfer fees accruing to the City Housing In Lieu fund at the time of closing of each unit, or
 - c. By another method determined by the applicant and approved by the City.

If housing requirement is to be paid through real estate transfer fee, a minimum of 30% of the total required in-lieu fee shall be paid within one year of issuance of the certificate of occupancy of the hotel portion of the Project. The remaining fee shall be paid at the closing of each residential unit, at the rate of 4% of the remaining fee per unit closed until requirement 100% paid. In the event that the above schedule does not result in 100% of the fees being paid within ten years of Hotel COO, any remaining balance will be due and payable.

- ii. Community Housing: the community housing requirement of 7,444 square feet or approximately \$2.36 million in-lieu payment is waived in its entirety
- iii. Infrastructure Partnering: Applicant will construct and pay for all project infrastructure requirements including undergrounding of power lines and installation of street improvements. City of Ketchum agrees to request that the Urban Renewal Agency reimburse applicant for costs of qualified public infrastructure improvements. A list of qualified public infrastructure improvements should be identified in the Development

Agreement. Said reimbursed costs may equal up to 50% of the annual URA revenue increments generated from the project up to a total of \$1.5 million over the life of the URA, whichever is less. Said reimbursement will be paid annually via URA revenues generated by the project, and shall be subordinate to existing debt accrued/obligated by the URA. A repayment plan shall be developed at such time as substantial URA revenues are generated from the project, at which time total URA increment revenues associated with this project shall be recalculated. Applicant and City Council acknowledge and agree that any project utilizing URA funds is subject to the sole discretion and decision of the URA and the URA is not bound by this agreement. URA financing and projects are also subject to applicable Idaho and federal law. Accordingly, there is no guarantee that URA funding will be available for this project.

- **Timeline C.** In the case that a building permit is not applied for and construction does not commence as outlined in the two alternate timelines, this amended PUD CUP shall be valid for a period of four (4) years from the date of signing of Findings of Fact. Impacts to traffic shall be fully re-evaluated, including new baseline data. An application for building permit shall be submitted within 4 years, unless extended by the City Council upon written request by the applicant prior to the CUP expiring.

- i. In the event that the project falls under Timeline C, the applicant shall provide a detailed Employee Housing Plan, which provides for housing for 30 employees on a site acceptable to the Ketchum City Council, and within Ketchum City limits.

The following elements shall be required in the Employee Housing Plan:

- a) Provide salary/hourly wages (current dollars) for the various income categories of employees.
- b) The expected number of each level of employee that is intended to be served by the employee housing units.
- c) Which employee category will be served by which type/size of units.
- d) Provide information on anticipated rental rates (in current dollars) or subsidized and/or free rent to employees; will utilities and homeowner's dues (if any) be included in proposed rates.
- e) Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2 persons per 2 bedroom units).
- f) Location of units to be within Ketchum City limits.
- g) Provide a matrix on breakdowns of the different types of units (1BD; square footage; total number of units; anticipated rent, etc.)
- h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full-time, secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum.
- i) What units will be available and how will the pool of units available be determined.

- j) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full-time status required for employees to qualify for the employee housing and what constitutes full-time status.
- k) How will overflow of demand of units by employees be handled; will there be a priority system.
- l) Provide information on housing families (with children) and/or married couples.

The proposed Employee Housing shall meet minimum size thresholds and income categories established by BCHA and/or the City.

The following information shall be provided to the City:

- Wage/salary range and a breakdown the number of employees within the aforementioned classifications
- Information on type of housing provided per employee classification
- Costs incurred in rent (and utilities) and transportation/parking by employees
- Details on anticipated lease terms/rental agreements for employees housed on-site
- Anticipated transport and parking scenarios for both on-site and commuting employees.

The Employee Housing Plan shall be submitted and approved by the City Council prior to issuance of a building permit. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.

All of the required Employee Housing shall be available prior to the issuance of any Certificates of Occupancy for the Hotel, or any other uses in the hotel.

- ii. The applicant shall contribute a proportionate share to the underground relocation of overhead utility lines in the vicinity of the project, as outlined in the Development Agreement for the project. However, if the City and Idaho Power do not complete this work as a city project, the applicant may relocate the power lines directly adjacent to the hotel as an off-site improvement.
- iii. A revised traffic study is required, including new traffic baseline data. Said traffic study may result in modifications to approvals related to traffic and circulation.

Traffic and Circulation

- 3. Delivery vehicles associated with Bald Mountain Lodge, including the residential portion of the building, shall not interfere with the regular flow of traffic surrounding the building. In addition, delivery vehicles shall not block the regular flow of traffic on First Street and delivery vehicles shall not block the sidewalk along First Street.

4. Sidewalks shall be designed according to the approved sidewalk scheme for the site. The approved sidewalk scheme shall be recorded with the approved Development Agreement for Bald Mountain Lodge. The following requirements shall be met with regard to sidewalk designs and on-street parking:

River Street Frontage

- Bulb-out at River and Main St: 18 ft including curb and gutter
- Sidewalk 10 ft not including curb/gutter with angled parking along length of River Street
- Bulb-out with exit/entrance at intersection adjacent to Washington Ave: 18 ft including curb/gutter

Main Street Frontage (Based on two 12 ft southbound travel lanes)

- At 1st St: 16 ft bulb-out including curb and gutter
- Bus pull out 8 ft wide including curb and gutter leaving 8 ft wide sidewalk (subject to Mountain Rides requirements)
- Bulb-out at mid-block: 16 ft including curb/gutter
- 16 ft sidewalk/bulb-out from porte-cochere exit to River St

First Street Frontage

- 10 ft minimum sidewalk
- Parking from loading dock to Washington Ave (2 spaces)
- No bulb-outs permitted

Washington Ave Frontage*

- Two 9.5 ft travel lanes
- Maintain existing angled parking along Forest service Park
- BML portion of sidewalk - Minimum 10 ft sidewalks with portions of sidewalk 18 ft in width
- Barriers needed between parking and sidewalks (planters, bollards...etc)
- Recommend stamped and colored asphalt or pavers
- Recommend curb-less sidewalks allowing for flexibility (events, festivals, vending, etc...)

** Applicant shall present final design/scheme for Washington Avenue to City Council prior to building permit submittal and modifications to aforementioned scheme may be modified.*

5. Washington Avenue between 1st Street and River Street shall be rebuilt by the applicant within the aforementioned parameters. In addition, this section of Washington shall be

designed to serve events and functions taking place at both Bald Mountain Lodge and the Forest Service Park.

6. Snowmelt shall extend to curb-line at entrances and exits of building.
7. The recommendations of the City Engineer and of Ryan Hales of Hales Engineering with regard to traffic circulation in and out of the porte-cochere shall be followed. These recommendations are outlined in the memo from Hales Engineering titled “Ketchum – Bald Mountain Lodge TIA/1st Street Review” dated April 14, 2010.
8. Right-of-way encroachments, right turn lane and curb line alignment, slope and drainage, and sidewalk widths shall be resolved to the satisfaction of the City Engineer, Street Department and Fire Department prior to the issuance of a building permit.

Additional Requirements

9. The project shall, at a minimum, meet the requirements of and receive LEED Certification as outlined by the United States Green Building Council’s (USGBC) Leadership in Energy and Environmental Design (LEED) Program. In addition, the project shall meet or exceed the minimum requirements set forth in the currently adopted version of the International Energy Conservation Code (IECC). These requirements shall be outlined in the development agreement for this project.
10. A construction staging and mitigation plan, including at a minimum provisions for off-site employee parking, off-site storage of bulk materials, and required ROW encroachments during construction, shall be submitted and approved by the Ketchum Building Department prior to building permit approval.
11. The proposed encroachments into the public street rights-of-way shall be allowed:
 - All marquees may extend into the public right of way as permitted through design review.
12. All water, sewer and other utility main lines, service lines, manholes and fire hydrants shall be maintained or improved as required by the Ketchum Water and Sewer Department.
13. The proposed development shall be completed substantially as presented in the plans dated April 8, 2010, as altered by relevant conditions of approval, and as set forth in the Planned Unit Development agreement, as amended by this amended PUD approval and any amendments to the Development Agreement. The PUD Development Agreement shall include the conditions herein, and other pertinent details from these Findings of Fact.
14. This PUD CUP approval is contingent upon the approved Community Core Design Review application, findings of fact dated March 22, 2010.
15. Applicant agrees to collaborate and participate financially with the City and other property owners on a gateway design, commissioning, construction and installation (as outlined for

Hotel Ketchum in the development agreement dated November 17, 2008) for the intersection of Main St and River St.

16. The property shall be maintained appropriately per City code until construction commences. This shall include landscaping maintenance, noxious weed mitigation and irrigation of existing landscaping.
17. A Design Review Subcommittee shall be established through the development agreement for the project, as recommended in condition #8 of the design review findings of fact for Bald Mountain Lodge.
18. These conditions and other project details outlined in these findings of fact shall be enumerated in the development agreement for this project.
19. Upon issuance of building permit, applicant shall provide financial assurances, in the form of letter of credit, bonds or similar instruments to demonstrate to the City their ability to complete the permitted construction.
20. To reduce the appearance of building bulk, the upper floor steel diagonal columns shall be made vertical, subject to Design Review Subcommittee approval.
21. Applicant to provide a 'comfort letter' from its proposed project lender prior to execution of the development agreement. Such letter should memorialize any existing relationship between applicant and lender, and the lender(s)' interest in financing the project subject to market conditions and lenders' internal credit underwriting policies.

ADDITIONAL CONDITIONS OF APPROVAL PERTAINING TO PUD AMENDMENT

22. The applicant shall submit a revised parking plan showing that project parking requirements have been met, to the Design Review Subcommittee for review and approval prior to issuance of any building permit(s). If the parking requirements cannot be met, a payment of an in-lieu fee, at the current established rate, will be required for space(s) needed to meet requirements. Said fee shall be paid prior to issuance of a building permit.
23. A fee shall be imposed if any additional extensions are requested. The amount of said fee shall be determined by the City Council.
24. No exterior changes to the project are granted by this PUD Amendment.

Findings of Fact **adopted** this 6th day of May, 2013.

Randy Hall, Mayor